

## TABLE OF CONTENTS

### ARTICLE 1

#### GENERAL TERMS AND CONDITIONS

1.1	Introduction .....	1-1
1.2	Effective Date, Term and Termination .....	1-2
1.3	Changes in Law; Reservation of Rights .....	1-3
1.4	Intentionally Left Blank .....	1-4
1.5	Assignment .....	1-4
1.6	Confidentiality and Proprietary Information .....	1-5
1.7	Liability, Indemnification, Intellectual Property and Insurance .....	1-7
1.8	Payment of Rates and Charges; Deposits .....	1-14
1.9	Dispute Resolution .....	1-22
1.10	Non-Payment and Procedures for Disconnection .....	1-25
1.11	Notices .....	1-28
1.12	Taxes .....	1-30
1.13	Force Majeure .....	1-32
1.14	Publicity .....	1-33
1.15	Network Maintenance and Management .....	1-33
1.16	Law Enforcement and Civil Process .....	1-33
1.17	Changes in Subscriber Carrier Selection .....	1-34
1.18	Amendments or Waivers .....	1-35
1.19	Authority .....	1-36
1.20	Binding Effect .....	1-36
1.21	Consent .....	1-36
1.22	Expenses .....	1-36
1.23	Headings .....	1-36
1.24	Relationship of Parties .....	1-36
1.25	Conflict of Interest .....	1-36
1.26	Multiple Counterparts .....	1-37
1.27	Third Party Beneficiaries .....	1-37
1.28	Regulatory Approval .....	1-37
1.29	Trademarks and Trade Names .....	1-37
1.30	Regulatory Authority .....	1-38
1.31	Intentionally Left Blank .....	1-39
1.32	Verification Reviews .....	1-39
1.33	Complete Terms .....	1-40
1.34	Cooperation on Preventing End User Fraud .....	1-41
1.35	Notice of Network Changes/Notification of Other Information .....	1-41
1.36	Good Faith Performance .....	1-42
1.37	Responsibility of Each Party .....	1-42
1.38	Intentionally Left Blank .....	1-42
1.39	Governmental Compliance .....	1-42
1.40	Responsibility for Environmental Contamination .....	1-43
1.41	Subcontracting .....	1-45

1.42	Intentionally Left Blank .....	1-45
1.43	Severability .....	1-45
1.44	Survival of Obligations .....	1-45
1.45	Governing Law.....	1-46
1.46	Performance Criteria .....	1-46
1.47	Other Obligations of CLEC .....	1-46
1.48	Dialing Parity .....	1-46
1.49	Branding.....	1-46
1.50	Customer Inquiries .....	1-47
1.51	Disclaimer of Warranties .....	1-47
1.52	No Waiver .....	1-47
1.53	Definitions.....	1-47
1.54	Resale .....	1-47
1.55	Unbundled Network Elements .....	1-48
1.56	Ordering and Provisioning, Maintenance, Connectivity Billing and Reordering, and Provision of Customer Usage Data .....	1-48
1.57	This section intentionally not used.....	1-48
1.58	Compensation for Delivery of Traffic.....	1-48
1.59	Ancillary Functions.....	1-48
1.60	Other Requirement and Attachments .....	1-48

## ARTICLE 2

### GENERAL SERVICE RELATED PROVISIONS

2.1	Interconnection Activation Date .....	2-1
2.2	Bona Fide Request .....	2-1
2.3	Use of Services.....	2-1

## ARTICLE 3

### INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

3.1	Interconnection Pursuant to Section 251(c)(2) .....	3-1
3.2	Interconnection Points.....	3-1
3.3	CLEC Methods of Interconnection .....	3-3
3.4	SBC ILLINOIS Methods of Interconnection .....	3-4
3.5	Leasing of Facilities – Both Parties .....	3-6
3.6	SBC ILLINOIS Leasing of Facilities from CLEC.....	3-6
3.7	CLEC Leasing of Facilities from SBC.....	3-8
3.8	Fiber Meet .....	3-8
3.9	Intentionally Left Blank .....	3-10
3.10	Interconnection in Additional LATAs. ....	3-10
3.11	Additional Interconnection in Existing LATAs.....	3-11
3.12	Nondiscriminatory Interconnection. ....	3-11
3.13	Network Management .....	3-12
3.14	911 Service.....	3-13

ARTICLE 4  
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE  
SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.1	Scope of Traffic.....	4-1
4.2	Limitations .....	4-1
4.3	Trunk Group Architecture and Traffic Routing .....	4-1
4.4	Grades of Service.....	4-5
4.5	Grades of Service .....	4-5
4.6	Trunk Design Blocking Criteria.....	4-5
	Table 1 .....	4-5

ARTICLE 5  
TRANSMISSION AND ROUTING OF EXCHANGE  
ACCESS TRAFFIC PURSUANT TO 251(c)(2)

5.1	Scope of Traffic.....	5-1
5.2	Trunk Group Architecture and Traffic Routing .....	5-1
5.3	8YY Interconnection.....	5-1
5.4	InterLATA (Meet Point) Trunk Group .....	5-3
5.5	Signaling .....	5-4
5.6	High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group .....	5-4

ARTICLE 6  
FRAUD CONTROL, NETWORK SECURITY AND LAW  
ENFORCEMENT

6.1	Protection of Service and Property .....	6-1
6.2	Data and System Protection .....	6-2
6.3	Revenue Protection .....	6-7
6.4	Law Enforcement Interface.....	6-9

ARTICLE 7  
TRANSPORT AND TERMINATION  
OF OTHER TYPES OF TRAFFIC

7.1	Information Services Traffic .....	7-1
7.2	Blocking .....	7-1
7.3	BLV/BLVI Traffic .....	7-1
7.4	Transit Service .....	7-1

ARTICLE 8  
INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1	Operation and Maintenance .....	8-1
8.2	Installation, Maintenance, Testing and Repair.....	8-1

ARTICLE 9  
UNBUNDLED ACCESS -- SECTION 251(c)(3)

9.1	Introduction Access to Network Elements.....	9-1
9.2	Network Elements .....	9-2
9.3	Combination of Network Elements.....	9-4
9.4	Nondiscriminatory Access to and Provision of Network Elements.....	9-9
9.5	Provisioning of Network Elements. ....	9-9
9.6	Availability of Additional or Different Quality Network Elements. ....	9-10
9.7	Pricing of Unbundled Network Elements and Combination.....	9-10
9.8	Billing .....	9-10
9.9	Intentionally Left Blank .....	9-10
9.10	Standards of Performance .....	9-11
9.11	Access to UNE Connection Methods.....	9-11
9.12	Maintenance of Unbundled Network Elements .....	9-11
9.13	Reconfiguration.....	9-12

ARTICLE 10  
RESALE AT WHOLESALE RATES--SECTION 251(c)(4)

10.1	Telecommunications Services Available for Resale at Wholesale Rates .....	10-1
------	---------------------------------------------------------------------------	------

ARTICLE 11  
NOTICE OF CHANGES -- SECTION 251(c)(5)

11.1	Notice of Changes.....	11-1
------	------------------------	------

ARTICLE 12  
COLLOCATION -- SECTION 251(c)(6)

12.1	Introduction Paragraph.....	12-1
12.2	Virtual Collocation.....	12-1
12.3	Intra-Office Wiring .....	12-1
12.4	Inventory of Contents of SBC ILLINOIS Approved Storage Cabinet .....	12-1

ARTICLE 13

NUMBER PORTABILITY -- SECTION 251(b)(2)

13.1	Provision of Local Number Portability .....	13-1
13.2	Location Routing Number - Permanent Number Portability (LRN-PNP).....	13-1
13.3	Requirements for PNP.....	13-2
13.4	Coordinated Hot Cuts (CHC).....	13-5
13.5	Enhanced LNP Process .....	13-5

ARTICLE 14

Intentionally Left Blank

ARTICLE 15

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ARTICLE 16

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224

16.1	Structure Availability .....	16-1
16.2	Franchises, Permits and Consents .....	16-2
16.3	Access and Modifications .....	16-2
16.4	Installation and Maintenance Responsibility .....	16-4
16.5	Installation and Maintenance Standards.....	16-4
16.6	Access Requests .....	16-4
16.7	Unused Space .....	16-4
16.8	Maintenance Ducts.....	16-5
16.9	Applicability.....	16-5
16.10	Other Arrangements .....	16-5
16.11	Cost of Certain Modifications .....	16-5
16.12	Maps and Records .....	16-5
16.13	CLEC Access. ....	16-6
16.14	Occupancy Permit .....	16-6
16.15	Inspections.....	16-7
16.16	Damage to Attachments .....	16-7
16.17	Charges and Billing.....	16-7
16.18	Nondiscrimination.....	16-7
16.19	Interconnection.....	16-7
16.20	Cost Imputation .....	16-8
16.21	Structure Access Coordinator .....	16-8
16.22	State Regulation .....	16-8
16.23	Abandonments, Sales or Dispositions .....	16-9
16.24	Standards of Performance .....	16-9

ARTICLE 17  
CONDOMINIUM ARRANGEMENTS

17.1	Condominium Arrangements .....	17-1
------	--------------------------------	------

ARTICLE 18  
Intentionally Left Blank

ARTICLE 19  
INWARD ASSISTANCE OPERATOR SERVICES

19.1	Introduction .....	19-1
19.2	Services .....	19-1
19.3	Definitions .....	19-1
19.4	Responsibility of Parties .....	19-2
19.5	Toll Center Codes .....	19-2
19.6	Intentionally Left Blank .....	19-2
19.7	Monthly Billing .....	19-3
19.8	Liability .....	19-3
19.9	Terms of this Article .....	19-3
	Exhibit 1- Serving Area .....	19-4

ARTICLE 20  
Intentionally Left Blank

ARTICLE 21  
INTERCARRIER COMPENSATION  
(INCLUDING RECIPROCAL COMPENSATION)

21.1	Introduction .....	21-1
21.2	Transmission And Routing Of Telephone Exchange Service Traffic Relevant To Compensation .....	21-1
21.3	Responsibilities Of The Parties .....	21-3
21.4	Reciprocal Compensation. ....	21-4
21.5	FCC Interim ISP Compensation Offer .....	21-5
21.6	Transit Traffic Compensation. ....	21-8
21.7	Segregating and Tracking FX Traffic. ....	21-8
21.8	Intentionally left blank. ....	21-8
21.9	INTRALATA 800 TRAFFIC. ....	21-9
21.10	Intentionally left blank. ....	21-9
21.11	Intentionally left blank. ....	21-9
21.12	IntraLATA Interexchange Traffic Compensation .....	21-9
21.13	Billing For Mutual Compensation. ....	21-10

21.14	Intentionally left blank.....	21-10
21.15	Application Of Factors.....	21-10

ARTICLE 22

OPERATOR SERVICES AND DIRECTORY SERVICES

22.1	Operator Services & Directory Services.....	22-1
22.2	Operator Services.....	22-1
22.3	Directory Assistance.....	22-4
22.4	REVERSE DIRECTORY ASSISTANCE (RDA).....	22-5
22.5	Rate Application.....	22-6
22.6	LIABILITY.....	22-6
22.7	TERMS OF SCHEDULE.....	22-6

ARTICLE 23

SS7

23.1	Introduction.....	23-1
23.2	Service Description.....	23-1
23.3	Manner of Provisioning.....	23-4
23.4	RESPONSIBILITIES OF SBC ILLINOIS.....	23-6
23.5	RESPONSIBILITIES OF CLEC.....	23-7
23.6	BONAFIDE REQUEST PROCESS.....	23-7
23.7	DESCRIPTION OF RATE ELEMENTS SBC ILLINOIS.....	23-7

ARTICLE 24

Intentionally Left Blank

ARTICLE 25

Intentionally Left Blank

ARTICLE 26

Intentionally Left Blank

ARTICLE 27  
BILLING

27.1	Introduction .....	27-1
27.2	Billing Information and Charges - General .....	27-2
27.3	Additional CABS Specific Billing Requirements .....	27-4
27.4	Additional Non -CABS Billing Requirements .....	27-6
27.5	Tape or Paper Transmissions .....	27-7
27.6	Testing Requirements .....	27-9
27.7	Additional Requirements .....	27-10
27.8	Intentionally Left Blank .....	27-10
27.9	Meet Point Billing – Facilities Based .....	27-10
27.10	Mutual Compensation .....	27-11
27.11	Payment of Charges .....	27-12
27.12	Intentionally Left Blank .....	27-12
27.13	Customer Usage Date – General Requirements .....	27-12
27.14	Customer Usage Data Format for Services Described in Section 27.13.1 .....	27-12
27.15	Intentionally Left Blank .....	27-13
27.16	Alternatively Billed Calls – UNE-P .....	27-13

ARTICLE 28  
Intentionally Left Blank

ARTICLE 29  
Intentionally Left Blank

ARTICLE 30  
Intentionally Left Blank

ARTICLE 31  
Intentionally Left Blank

ARTICLE 32  
PERFORMANCE MEASUREMENTS

32.1	Introduction .....	32-1
32.2	Remedy Plan .....	32-1



ARTICLE 33  
OSS - OPERATIONAL SUPPORT SYSTEMS

33.1	Introduction .....	33-1
33.2	Definitions .....	33-2
33.3	General Conditions.....	33-2
33.4	Pre-Ordering.....	33-6
33.5	Ordering/Provisioning.....	33-9
33.6	Additional Terms for Provisioning .....	33-13
33.7	Maintenance/Repair .....	33-14
33.8	Billing and Customer Usage .....	33-15
33.9	Local Account Maintenance .....	33-16
33.10	Remote Access Facility .....	33-16
33.11	Data Connection Security Requirements .....	33-18
33.12	Cooperative Testing and Training.....	33-22
33.13	Miscellaneous Charges.....	33-24

ARTICLE 34  
OS/DA

34.1	Introduction .....	34-1
34.2	Request for Reimbursement.....	34-1
34.3	Response to Requests for Reimbursement.....	34-3
34.4	Limitation of Liability .....	34-3
34.5	Method and Timing of Reimbursement .....	34-3
34.6	Obligation to Update .....	34-4
34.7	Reservation of Rights .....	34-5

ARTICLE 35  
ENTIRE AGREEMENT  
SIGNATURES

**ARTICLE 1**  
**GENERAL TERMS AND CONDITIONS**

**1.1 Introduction**

- 1.1.1 This Agreement sets forth the terms, conditions and prices under which SBC ILLINOIS agrees to provide: (a) services for resale (hereinafter referred to as Resale services), (b) Unbundled Network Elements, or combinations of such Network Elements as set forth in Article 9 (Combinations), (c) Ancillary Functions, and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to SBC ILLINOIS' network and reciprocal compensation for the transport and termination of telecommunications.
- 1.1.2 Subject to the terms and conditions of this Agreement, the Network Elements, Combinations or Resale services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or Resale services provided by SBC ILLINOIS or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete, relocate or modify the Resale services, Network Elements or Combinations purchased hereunder.
- 1.1.3 Except as provided in this Agreement, during the term of this Agreement, SBC ILLINOIS will not discontinue, as to CLEC, any Network Element, Combination, or Ancillary Functions offered to CLEC hereunder. During the term of this Agreement, SBC ILLINOIS will not discontinue any Resale services or features offered to CLEC hereunder except as provided in this Agreement. This Section is not intended to impair SBC ILLINOIS' ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Network Elements, Combinations or Ancillary Functions made by SBC ILLINOIS to CLEC as set forth in and during the term of this Agreement.
- 1.1.4 SBC ILLINOIS may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.1.5 This Agreement includes and incorporates herein the Articles and Schedules listed in the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.1.6 Unless otherwise provided in the Agreement, or as required by 47 U.S.C. §224, SBC ILLINOIS will perform all of its obligations concerning its offering of Resale services and Unbundled Network Elements under this Agreement throughout the entire service area in Illinois where SBC ILLINOIS is the incumbent local exchange carrier.

## 1.2 EFFECTIVE DATE, TERM, AND TERMINATION

- 1.2.1 The effective date of this Agreement (the “Effective Date”) shall be as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after the Illinois Commerce Commission (“ICC”) approves this Agreement under Section 252(e) of the Act or, absent such ICC approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act; or (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the ICC approves the Agreement under the Act, or absent such ICC approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.
- 1.2.2 The term of this Agreement shall expire on February 4, 2007 (the “Term”). Absent the receipt by one Party of written notice from the other Party not earlier than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term (Notice of Expiration), this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party.
- 1.2.2.1 If either Party serves Notice of Expiration pursuant to Section 1.2.2, CLEC shall have twenty (20) calendar days to provide SBC ILLINOIS written confirmation if CLEC wishes to pursue a successor agreement with SBC ILLINOIS or alternatively, if CLEC wishes to allow the current Agreement to expire. If CLEC wishes to pursue a successor agreement with SBC ILLINOIS, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with SBC ILLINOIS under Sections 251/252 of the Act. Upon receipt of CLEC’s Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 1.2.2.1.1 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with SBC ILLINOIS in its, as applicable, Notice of Expiration or the written confirmation required after receipt of SBC ILLINOIS’ Notice of Expiration, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received Notice of Expiration. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement except those described in Section 1.44 of this Agreement, including but not limited to the obligations described in Section 1.2.4, below.
- 1.2.3 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of: (i) termination by either Party under the terms of this Agreement; (ii) the date a successor agreement becomes effective; or (iii) the date that is ten (10) months

after the date on which SBC ILLINOIS received CLEC's Section 252(a)(1) request, unless an arbitration petition has been filed by either Party, in which case (ii) applies.

- 1.2.4 CLEC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior notice but its liabilities and obligations shall continue in accordance with Section 1.44 below.
- 1.2.5 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement, other than as set forth in Section 10, and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 1.2.5 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 1.2.6 As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non- payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.
- 1.2.7 In the event of expiration or termination of this Agreement other than pursuant to Section 1.2.5, SBC ILLINOIS and CLEC shall cooperate in good faith to effect an orderly and timely transition of service under this Agreement to CLEC or to another vendor. So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, SBC ILLINOIS shall not terminate service to CLEC's end users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. SBC ILLINOIS and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to SBC ILLINOIS in connection with this transition of service.

### **1.3 Changes in Law; Reservation of Rights**

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the following, as they were on February 19, 2003: the Act, the Illinois Public Utilities Act (including but not limited to 220 ILCS Section 13-801) ("PUA"), the rules, regulations and orders promulgated under the Act and the PUA by the FCC and by the Commission, and judicial decisions by courts of competent jurisdiction interpreting and applying said statutes, rules, regulations and orders. In the event of any legally binding judicial decision by a court of competent jurisdiction, amendment of the Act or the PUA, or legislative, federal or state regulatory action, rule, regulation or other legal action that revises, reverses, modifies or clarifies the meaning of the Act, the PUA or any of said rules, regulations, orders, or judicial decisions that were the basis of the negotiations for this Agreement, or which otherwise affect any of the provisions set forth in this Agreement (individually and collectively a "Change in Law"), the Parties shall renegotiate the affected provisions in this Agreement in good faith and

amend this Agreement to reflect such Change in Law. The term “legally binding” means that such judicial decision, amendment of the Act or the PUA, or legislative, federal or state regulatory action, rule, regulation or other legal action has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

- 1.3.1 If any amendment to this Agreement pursuant to this Section 1.3 affects any rates or charges for the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis. In the event that any renegotiation under this Section 1.3 is not concluded within ninety (90) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such ninety (90) day period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days, the dispute shall be resolved as provided in Section 1.9.1. This Section 1.3 sets forth terms and conditions for change in law events that are supplemental to the terms and conditions set forth in Section 1.30.4.
- 1.3.2 The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights to participate in any proceedings regarding the proper interpretation and/or application of the Act, applicable rules and regulations or the PUA nor does it waive any rights, remedies, or arguments with respect to any provisions of this Agreement or any rules, regulations, orders or laws upon which it is based, including its right to seek legal review or a stay pending appeal.
- 1.3.3 During the pendency of any renegotiation or dispute resolution pursuant to Section 1.3 supra, the Parties shall continue to perform their obligations in accordance with the terms and conditions in this Agreement, except as otherwise provided in Section 1.3.

#### **1.4 Intentionally left blank**

#### **1.5 Assignment**

- 1.5.1 CLEC may assign or transfer this Agreement to its Affiliate(s) or a third party by providing SBC- ILLINOIS written notice sixty (60) calendar days' prior to such assignment or transfer; provided such assignment is not inconsistent with Applicable Law. As such, SBC ILLINOIS may not delay a transfer for any reason other than to make the determination of the affiliate's or Third Party's ability to pay for the services provided. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate(s) or any Third Party if that Affiliate(s) or Third Party is a party to a separate agreement with SBC ILLINOIS under Sections 251 and 252 of the Act., However the Affiliate or Third Party may opt into any effective and approved Agreement pursuant to Section 252(i) of the Act. Any attempted assignment or transfer of this Agreement by CLEC that is not expressly permitted or allowed shall be void.

- 1.5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

## **1.6 Confidentiality and Proprietary Information**

For the purposes of this Agreement, “Confidential Information” means confidential or proprietary technical or business Information given by one Party (the “Discloser”) to the other Party (the “Recipient”) and identified by the Discloser as Confidential Information in accordance with this Section 1.6. Additionally, such Confidential Information shall include any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party’s information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as “Derivative Information”).

- 1.6.1 All information which is to be treated as Confidential Information under this Agreement shall:

- (a) if in written, graphic, electromagnetic, or other tangible form, be marked as “Confidential Information”; and
- (b) if oral: (i) be identified by the Discloser at the time of disclosure to be “Confidential Information”, and (ii) be set forth in a written summary which identifies the information as “Confidential Information” and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

- 1.6.2 In addition, by way of example and not limitation, information regarding orders for Resale Services, Network Elements or Combinations placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC’s customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), and Recorded Usage Data as described in Article 27 concerning Recorded Usage Data, whether disclosed by CLEC to SBC ILLINOIS or otherwise acquired by SBC ILLINOIS in the course of the performance of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement.

- 1.6.3 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees: (a) to

use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

- 1.6.4 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 1.6.5 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 1.6.6 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.
- 1.6.7 The Parties acknowledge that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Disclosing Party.
- 1.6.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

- 1.6.9 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 1.6.10 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

## **1.7 Liability, Indemnification, Intellectual Property and Insurance**

### **1.7.1 Limitation of Liabilities**

#### **1.7.1.1 Intentionally Left Blank.**

1.7.1.2 Except for 1) indemnity obligations expressly set forth herein, 2) obligations under the financial incentive or remedy provisions of any service quality plan required by the FCC or the ICC, 3) bill credit remedies and damages in connection with failure to provide adequate carrier-to-carrier service quality or to meet the carrier-to-carrier service quality standards (or “Performance Measurements”) as set forth in Article 32 to this Agreement, or 4) obligations otherwise expressly provided in specific appendices or attachments, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or inadvertent omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount SBC ILLINOIS or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed. “Loss” is defined as any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.7.1.3 Except as otherwise provided below or in specific Articles or Schedules or other attachments to this Agreement, in the case of any loss alleged or claimed by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

1.7.1.4 SBC ILLINOIS shall not be liable to CLEC for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911



Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC ILLINOIS has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

- 1.7.1.5 In the event CLEC provides E911 Service to SBC ILLINOIS, CLEC shall not be liable to SBC ILLINOIS, its end Users or its E911 calling parties or any other parties or persons for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC ILLINOIS until service is restored.

## 1.7.2 No Consequential Damages

- 1.7.2.1 NEITHER CLEC NOR SBC ILLINOIS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT SBC ILLINOIS' OR CLEC'S LIABILITY TO THE OTHER FOR: (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY SBC ILLINOIS' OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW. **ADDITIONALLY, NOTHING CONTAINED IN THIS SECTION SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY WITH RESPECT TO OBLIGATIONS UNDER THE FINANCIAL INCENTIVE OR REMEDY PROVISIONS OF ANY SERVICE QUALITY PLAN REQUIRED BY THE FCC OR THE ICC OR BILL CREDIT REMEDIES AND DAMAGES IN CONNECTION WITH FAILURE TO PROVIDE ADEQUATE CARRIER-TO-CARRIER SERVICE QUALITY OR TO MEET THE CARRIER-TO-CARRIER SERVICE QUALITY STANDARDS (OR**

**“PERFORMANCE MEASUREMENTS”) AS SET FORTH IN ARTICLE 32 TO THIS AGREEMENT.**

1.7.3 Obligation to Indemnify

1.7.3.1 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an Indemnitee) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, Damages) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a Claim): (i) alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the Indemnifying Party) in this Agreement, (ii) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors.

1.7.3.1.1 In the case of any loss alleged or made by an end user of either Party, the Party whose end user alleged or made such loss (Indemnifying Party) shall defend and indemnify the other Party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or intentional or willful misconduct or breach of applicable law of the other (Indemnified) Party.

1.7.3.2 Intellectual Property

1.7.3.2.1 CLEC acknowledges that its right under this Agreement to interconnect with SBC ILLINOIS' network and to unbundle and/or combine SBC ILLINOIS' network elements (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.

1.7.3.3 The Parties will abide by the April 27, 2000 FCC order in CC Docket No. 96-98 (File No. CCBPol. 97-4), *In the Matter of Petition of MCI for Declaratory Ruling*. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

1.7.3.3.1 SBC ILLINOIS agrees to use its best efforts to obtain co-extensive rights for CLEC, under commercially reasonable terms, for Intellectual Property rights to each

unbundled network element necessary for CLEC to use such unbundled network element in the same manner as SBC ILLINOIS.

- 1.7.3.3.2 SBC ILLINOIS shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by SBC ILLINOIS.
- 1.7.3.3.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, SBC ILLINOIS shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to SBC ILLINOIS under the vendor contract and the terms of the contract (excluding cost terms). SBC ILLINOIS shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- 1.7.3.4 Except as may be required by state or federal law, nothing in this Agreement shall be construed as licenses to use such Intellectual Property rights or warranties, express or implied, concerning CLEC's (or any third party's) rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such interconnection or unbundling and/or combining of network elements (including combining with CLEC's network elements) in SBC ILLINOIS' network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights SBC ILLINOIS agrees in Section 1.7.3.3.1 to use its best efforts to obtain.
- 1.7.3.5 Unless otherwise required by Applicable Law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim that arises out of, is caused by, or relates to CLEC's interconnection with SBC ILLINOIS' network and unbundling and/or combining SBC ILLINOIS' network elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights SBC ILLINOIS agrees in Section 1.7.3.3.1 to use its best efforts to obtain.
- 1.7.3.6 Intentionally not used.

1.7.3.7 CLEC acknowledges that services and facilities to be provided by SBC ILLINOIS hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit SBC ILLINOIS to provide to CLEC, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to CLEC under this Agreement, then, as may be required by applicable state or federal law:

- (a) SBC ILLINOIS agrees to provide written notification to CLEC, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions; and
- (b) For any new agreements that SBC ILLINOIS enters into or existing agreements that it renews, SBC ILLINOIS shall use its best efforts to procure rights or licenses to allow SBC ILLINOIS to provide to CLEC the particular unbundled Network Element(s), on terms comparable to terms provided to SBC ILLINOIS, directly or on behalf of CLEC ("Additional Rights/Licenses").
- (c) For any new agreements that SBC ILLINOIS enters into or existing agreements that it renews, in the event that SBC ILLINOIS, after using its best efforts, is unable to procure Additional Rights/Licenses for CLEC, SBC ILLINOIS will promptly provide written notification CLEC of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts CLEC's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.
- (d) In the event CLEC provides in writing within thirty (30) calendar days of written notice in section (c) above that SBC ILLINOIS has not exercised such best efforts, CLEC may seek a determination through an expedited petition to the Illinois Commerce Commission as to whether SBC ILLINOIS has exercised such best efforts.
- (e) If and to the extent SBC ILLINOIS is unable to make all warranties required pursuant to this agreement without additional costs, including payment of additional fees, in renegotiating with its vendors or licensors, SBC ILLINOIS may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including SBC ILLINOIS, provided, however, all costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 1.7.3.3.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including SBC ILLINOIS.

1.7.3.8 Intentionally not used.

1.7.3.9 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.

1.7.4 Obligation to Defend; Notice; Cooperation

1.7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

1.7.5 OSHA Statement

1.7.5.1 CLEC, in recognition of SBC ILLINOIS' status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SBC ILLINOIS with all federal, state and local laws, safety and health regulations relating to CLEC's activities concerning Collocated Space, and to indemnify and hold SBC ILLINOIS harmless for any judgments, citations, fines, or other penalties which are assessed against SBC ILLINOIS as the result solely of CLEC's failure to comply with any of the foregoing. SBC ILLINOIS, in its status as an employer, will comply with all federal, state and local laws, safety and health standards and regulations with respect to all other portions of the Premises, and agrees to indemnify and hold CLEC harmless for any judgments, citations,

finances or other penalties which are assessed against CLEC as a result solely of SBC ILLINOIS' failure to comply with any of the foregoing.

#### 1.7.6 OSS

1.7.6.1 CLEC shall be responsible for and indemnifies SBC ILLINOIS against any cost, expense or liability relating to any unauthorized entry or access into, or improper use or manipulation of SBC ILLINOIS' OSS by CLEC employees or persons using authorization granted to that person by CLEC to access SBC ILLINOIS' OSS and shall pay SBC ILLINOIS for any and all damages caused by such unauthorized entry, improper use or manipulation of SBC ILLINOIS' OSS.

1.7.7 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

1.7.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

1.7.7.2 Commercial General Liability and, if necessary, excess liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$10,000,000 each occurrence sub-limit for bodily injury, property damage, Personal Injury, Advertising injury and a separate Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,500,000 are also required if this Agreement involves collocation. Each Party must be included as an Additional Insured on the other Party's Commercial General Liability policy, but only with respect to liability arising from the respective parties' operations for which they have assumed responsibility herein.

1.7.7.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

1.7.7.4 Each Party shall require primary contractors providing services under this Agreement to maintain in force the insurance coverage and limits required in this Section 1.7.7.

1.7.7.5 The Parties agree that companies affording the insurance coverages required under this Section 1.7.7 shall have a rating of A- or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Both at the time of execution of this Agreement and prior to the expiration of any insurance policy required herein, each Party shall provide to the other Party a certificate of insurance evidencing such insurance coverage. To the extent that one Party is afforded coverage under an insurance policy of the other Party, the other Party's insurance policy shall be primary and non-contributory. Each Party agrees to

provide the other with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein, except for cancellation due to non-payment of premium, for which such notice shall be ten (10) days.

1.7.7.6 Intentionally Omitted.

1.7.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

1.7.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

1.7.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

1.7.7.7.3 The Party desiring to satisfy its general liability and property insurance obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

1.7.7.8 For all locations other than those governed by 3D agreements between SBC ILLINOIS and CLEC, each Party shall maintain All Risk Property Insurance with limits covering the full replacement value of the building and contents, other than the contents belonging to the other Party, on either an agreed amount or 100% coinsurance basis. This policy shall include a waiver of subrogation in favor of the other Party, except with respect to loss arising from the other party's gross negligence or willful misconduct. Each Party shall have the right to self-insure this obligation, subject to providing proof of such insurance as set forth in Section 1.7.7.7, above, and agrees to waive any rights of recovery from the other Party, other than for gross negligence or willful misconduct.

## **1.8 Payment of Rates and Charges; Deposits**

1.8.1 Except as otherwise specifically provided elsewhere in this Agreement, including but not limited to Section 1.8.5, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the date of the invoice or within twenty (20) days of receipt of an invoice, whichever is later; provided, the paying Party shall advise the billing Party via fax or e-mail in the event the bill is received 10 or more days after the bill date. For the purposes of this Section 1.8.1, each Parties' respective billing contact information shall be as designated in Section 1.11 of this Article.

- 1.8.1.1 If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made on the preceding business day.
  - 1.8.2 If either Party fails to remit payment for any charges for services by the applicable due date, or if a payment or any portion of a payment is received by the billing Party from the paying Party after the applicable due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the billing Party as of the due date (individually and collectively, "Past Due"), then interest shall be assessed as follows in Section 1.8.2.1. No other late payment fee or charge applies to overdue amounts.
    - 1.8.2.1 If any charge incurred under this Agreement is past due (including prior months' unpaid interest charges), such unpaid amounts shall bear interest from the applicable due date until paid. The interest rate applied to Past Due unpaid amounts billed out of any billing system shall be the lesser of (i) and one and one-half percent (1 ½ %) per month or (ii) the highest rate of interest that may be charged under applicable law, compounded daily from the applicable due date to and including the date that the payment is actually made and available.
  - 1.8.3 Each Party shall make all Payments in U.S. Dollars to the other party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by Party receiving the payment. At least thirty (30) days prior to the first transmission of billing data and information for payment, SBC ILLINOIS will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. CLEC and SBC ILLINOIS shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by the billing Party no later than the applicable due date of each bill or interest will apply as provided in Section 1.8.2.1 above. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is responsible for its own banking fees. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.
    - 1.8.3.1 SBC ILLINOIS and CLEC shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the paying Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI process, or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Agreement, unless otherwise agreed between the Parties.



1.8.3.2 In the event CLEC receives multiple and/or other bills from SBC ILLINOIS which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to SBC ILLINOIS' bank account designated pursuant to Section 1.8.3 and CLEC will provide SBC ILLINOIS with a payment advice pursuant to Section 1.8.3.1.

#### 1.8.4 Billing Disputes Related to Paid Amounts

1.8.4.1 In order for a Billed Party to dispute all or a portion of amounts it has paid, it must:

1.8.4.1.1 within eleven months of CLEC's receipt of the bill in question, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the total amount disputed and the specific details and reasons for disputing each item (including, without limitation, and as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, and the USOC information questioned); and

1.8.4.1.2 follow the dispute resolution procedures set forth in Section 1.9, below.

1.8.4.2 If a Billed Party brings a dispute pursuant to this Section 1.8.4, and any portion of the dispute is resolved, at the conclusion of the applicable dispute resolution process pursuant to Section 1.9, in favor of the Billed Party, the Billing Party shall pay or credit the account of the Billed Party, as follows:

- (a) the Billing Party shall determine if the Billed Party has any undisputed amount Past Due (as defined under Section 1.8.2 of this Article) and owing to the Billing Party;
- (b) at the Billing Party's discretion, the amount determined through the dispute resolution process, plus interest computed in the manner specified under the dispute resolution process (or under Section 1.8.2, whichever is applicable), will be applied as a credit against the amount determined under subparagraph (a) preceding;
- (c) the amount so credited shall be reflected in the immediately next issued invoice with a breakout of the dispute resolution credit and accrued interest listed separately or other supplemental report with appropriate detail; and
- (d) to the extent the amount of dispute resolution exceeds the amount credited by the Billing Party in (a) then the Billing Party will issue a check to the Billed Party of that difference at the same time that the credit is issued pursuant to subparagraph (b).

The Parties also agree that the foregoing credit process will not apply to any significant settlements that the Parties enter into that expressly specify a reconciliation process, in which event the terms of such settlement agreement will govern the payment of the settlement amounts.

1.8.5 Billing Disputes Related to Unpaid Disputed Amounts; Escrow Requirements.

1.8.5.1 If any portion of an amount due to a Party (the “Billing Party”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “Billed Party”) shall, five (5) business days prior to the applicable due date, advise the Billing Party in writing of the amounts it disputes (“Disputed Amounts”) and within ten (10) business days after the applicable due date give the Billed Party written notice of the amount disputed, specific details and reasons for disputing each item(including, without limitation, as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, the USOC information questioned), and pay to SBC ILLINOIS all undisputed unpaid charges by their applicable due date. All disputes must be in good faith and have a reasonable basis.

1.8.5.2 Intentionally left blank

1.8.5.3 The Billed Party shall pay (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in Section 1.8.7 below, place all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. To be acceptable, the third party escrow agent must meet all of the following criteria:

1.8.5.3.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;

1.8.5.3.2 The financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and

1.8.5.3.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers.

1.8.5.3.4 In addition to the foregoing requirements for the third party escrow agent, the disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria:

1.8.5.3.5 The escrow account must be an interest bearing account;

1.8.5.3.6 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

1.8.5.3.7 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution’s charges for serving as the third party escrow agent;

1.8.5.3.8 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

1.8.5.3.9 Disbursements from the escrow account shall be limited to those:

1.8.5.3.9.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

1.8.5.3.9.2 made in accordance with the final, non-appealable order or award of an arbitrator appointed pursuant to the provisions of Sections 1.9.5.1 or 1.9.6.1; or

1.8.5.3.9.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter an arbitrator's award pursuant to Section 1.9.6.1.

1.8.5.4 Disputed Amounts in escrow shall be subject to interest as set forth in Section 1.8.2.1.

1.8.6 Intentionally left blank.

1.8.7 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 1.8.5, above, if: (i) the Billed Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute); and (ii) the Billed Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were resolved in Billing Party's favor or, if the bill containing the disputed charges is not the first bill for a particular service to the Billed Party, the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.

1.8.8 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 1.9.

1.8.9 If the Billed Party disputes in accordance with Section 1.8.5, any charges and any portion of the dispute is resolved in favor of such Billed Party, the Parties shall cooperate to ensure that all of the following actions are taken:

1.8.9.1 no later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed Party for that portion of the Disputed Amounts resolved in favor of the Billed Party, including a credit for any interest assessed or applied with respect to such portion of the Disputed Amounts;

1.8.9.2 within fifteen (15) calendar days after resolution of the dispute, the portion of the escrowed Disputed Amounts, if any, resolved in favor of the Billed Party shall be released to the Billed Party, together with any accrued interest thereon, and any portion of the Disputed Amounts not in escrow and resolved in favor of the Billed Party shall be paid to Billed Party, together with any interest assessed or applied with respect thereto; and

1.8.9.3 within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon (and if the accrued interest does not equal any interest that would have been assessed pursuant to Section 1.8.2.1 had the Disputed Amounts remained undisputed and unpaid during the period of the Dispute, the Billed Party shall remit payment of the difference to the Billing Party within this same time period) and, as applicable, any portion of the Disputed Amounts not in escrow and resolved in favor of the Billing Party shall be paid to Billing Party, together with any interest assessed or applied with respect thereto.

1.8.10 Failure by the Billed Party to knowingly take all necessary actions to effect a release of escrowed Disputed Amounts determined at the conclusion of the applicable dispute resolution process to be owed to the Billing Party or to pay any charges determined to be owed to the Billing Party within the time specified in Section 1.8.9 shall be grounds for termination of this Agreement as specified in Section 1.10.1, following.

#### 1.8.11 Deposits

1.8.11.1 The deposit requirements set forth in this Section 1.8 apply to SBC ILLINOIS' providing the Resale Services and Network Elements and collocation (exclusive of interconnection facilities, collocation cage construction and reciprocal compensation) furnished under this Agreement. SBC ILLINOIS may, in order to safeguard its interests, require that CLEC, if it has a proven history of late payments or has not established a minimum of twelve consecutive months good credit history with SBC ILLINOIS, make a reasonable deposit to be held by SBC ILLINOIS as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of Sections 1.8.5 through 1.8.10.

1.8.11.2 Intentionally not used.

1.8.11.3 Unless CLEC is not required to make a deposit payment as described in Section 1.8.11.1 above, CLEC shall remit an initial cash deposit within thirty (30) days after written request by SBC ILLINOIS. The deposit required by the previous sentence, if any, shall be determined as follows: (i) if, immediately prior to the Effective Date, CLEC was not operating as a local service provider in Illinois, the initial deposit shall be in the amount of \$17,000; or (ii) if, immediately prior to the Effective Date, CLEC was operating as a local service provider in Illinois, the deposit shall be in the amount calculated using the method set forth in Section 1.8.11.7 of this Agreement. This cash deposit will be held by SBC ILLINOIS as a guarantee of payment of charges billed to CLEC. If CLEC is not required to make a deposit payment as set forth in Section 1.8.11.1 above, SBC ILLINOIS shall not require an initial deposit requirement; provided, however, that the terms and conditions set forth in Section

- 1.8.11.1 and Sections 1.8.11.4 through Section 1.8.11.10 of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established the minimum twelve (12) months good credit history, CLEC's payment record for the most recent twelve (12) months immediately prior to the Effective Date shall be considered.
- 1.8.11.4 So long as CLEC maintains timely compliance with its payment obligations, SBC ILLINOIS will not increase any deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, SBC ILLINOIS reserves the right to require additional deposit(s) determined in accordance with Section 1.8.11.5 and Section 1.8.11.6 through Section 1.8.11.10 of this Agreement.
- 1.8.11.5 If during the first six (6) months of operations under this Agreement, CLEC has been sent one valid delinquency notification letter (a letter notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date (30 days from the date of the invoice or 20 days from CLEC's receipt, whichever due date applies to the bill in question, pursuant to, Section 1.8.1, above) by SBC ILLINOIS, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under Section 1.8.5, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.
- 1.8.11.6 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC has been sent two (2) delinquency notification letters (letters notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date) by SBC ILLINOIS within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under Section 1.8.5, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.
- 1.8.11.7 Whenever CLEC's deposit is re-evaluated as specified in Section 1.8.11.5 or Section 1.8.11.6, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for Resale service and/or unbundled elements, as applicable, for a two month period. With respect to CLEC, the most recent three (3) months billing on all of CLEC's BANs or CBAS numbers, as applicable, for resale services or network elements shall be used to calculate CLEC's monthly average, which monthly average shall be multiplied by two (2) to arrive at the amount of deposit permitted by Sections 1.8.11.5 and 1.8.11.6.
- 1.8.11.8 Whenever a deposit is re-evaluated as specified in Section 1.8.11.5 and Section 1.8.11.6, above, CLEC shall remit the additional deposit amount to SBC ILLINOIS within thirty (30) calendar days of receipt of written notification SBC ILLINOIS requiring such deposit.

- 1.8.11.9 The deposit requirements of this Section 1.8.11 may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to SBC ILLINOIS. No interest shall be paid by SBC ILLINOIS for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.
- 1.8.11.10 The fact that SBC ILLINOIS holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.
- 1.8.11.11 Any cash deposit held by SBC ILLINOIS shall be credited to CLEC's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter (as defined in Section 1.8.11.5) during the most recent twelve (12) months, in which case such cash deposit will be credited during the first rolling twelve (12) month period in which CLEC has been sent less than two delinquency notifications. For the purposes of this Section 1.8.11.11, interest will be applied from the date paid and calculated as defined in Section 1.8.2.1 above, and shall be credited to CLEC's account on an annual basis.
- 1.8.11.12 Any cash deposit shall be held by SBC ILLINOIS as a guarantee of payment of charges billed to CLEC, provided, however, SBC ILLINOIS may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:
  - 1.8.11.12.1 when SBC ILLINOIS sends CLEC the second valid delinquency notification under this Agreement during the most recent twelve (12) months (provided that a delinquency notification shall be deemed valid if no dispute has been filed under Section 1.8.5 as to any amount covered by the delinquency notice); or
  - 1.8.11.12.2 when SBC ILLINOIS suspends CLEC's ability to process orders in accordance with Section 1.10.1.2; or
  - 1.8.11.12.3 when CLEC files for protection under the bankruptcy laws; or
  - 1.8.11.12.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
  - 1.8.11.12.5 when this Agreement expires or terminates (provided, upon expiration or termination of this Agreement, any deposit monies not applied under this Agreement against charges payable by CLEC shall be refunded to CLEC by SBC ILLINOIS);
  - 1.8.11.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC ILLINOIS shall credit any cash deposit to CLEC's account so long as SBC ILLINOIS has not sent to CLEC more than one

delinquency notification letter under this Agreement during the most recent twelve (12) months; or

1.8.11.12.7 upon mutual agreement of the Parties.

1.8.11.13 For the purposes of this Section 1.8.11.13, interest will be calculated as specified in Section 1.8.2 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.

1.8.12 Assuming that the previous payment and credit history of a Party (a "Requesting Party") justifies doing so, upon request the other Party (the "Acknowledging Party") will issue a written acknowledgement that the Requesting Party satisfies the condition that the Requesting Party does not have a proven history of late payments and that it has established a minimum of twelve consecutive months good credit history with the Acknowledging Party. Such an acknowledgement, whenever given, shall not be barred by Section 1.33, below, and shall be enforceable pursuant to its own terms. Such an acknowledgement shall not be required in order for a Party to meet the conditions necessary to avoid imposition of a deposit requirement under this Agreement, assuming it otherwise meets the conditions.

## **1.9 Dispute Resolution**

### **1.9.1 Finality of Disputes**

1.9.1.1 Except as otherwise specifically provided in this Agreement (for example, in Section 1.8.5.1, above), no claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

1.9.1.2 During the pendency resolution of any dispute raised in accordance with this Section 1.9 of this Agreement, whether by settlement or by legally binding arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, discontinue or cease to provide all or any portion of obligations pursuant to this Agreement, unless otherwise directed by the other Party. Legally binding means that such award, ruling, order or judgment has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

### **1.9.2 Alternative to Litigation**

1.9.2.1 Dispute resolution under the procedures provided in this Section 1.9 shall be the preferred, but not the exclusive, remedy for all disputes between SBC ILLINOIS and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction with respect to disputes as to which the Commission or such court, agency, or regulatory

authority specifies a particular remedy or procedure. However, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, no action or complaint may be filed in the Commission or a court, agency or regulatory authority of competent jurisdiction before the Informal Resolution of Disputes procedures set forth in Section 1.9.3 below have been followed, in good faith, by the Party commencing such action or complaint.

### 1.9.3 Informal Resolution of Disputes

1.9.3.1 Upon receipt by one Party of written notice of a dispute, including billing disputes, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

1.9.3.2 If the Parties are unable to resolve a dispute through the informal procedures described above, then either Party may invoke the Formal Resolution of Disputes or the Parties may agree to invoke Arbitration processes set forth below. Unless the Parties otherwise agree, Formal Resolution of Disputes processes, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating informal dispute resolution under this Section 1.9.3.

1.9.3.3 Either Party may notify the other Party in writing at any time after the 60th day after the date of the letter initiating informal dispute resolution under this Section 1.9.3 that it considers the matter to be at impasse. Such notice shall be provided by any acceptable means under Section 1.11, below, other than via facsimile. If the other Party does not pursue additional dispute resolution measures pursuant to this Section 1.9 within 10 business days of the date of the notice letter, the notifying Party may exercise its rights to disconnection and termination in accordance with the processes set forth in Section 1.10.

1.9.4 If a bill closure process is mutually agreed to by the Parties, the procedures involved in such processes will not be deemed to place a particular billing item in dispute for purposes of this Section.

### 1.9.5 Formal Resolution of Disputes

1.9.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to billing disputes and matters



not specifically addressed elsewhere in this Agreement which require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the applicable commission. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 1.9.6.

1.9.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

1.9.5.3 Claims Not Subject to Commercial Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to commercial arbitration as provided in Section 1.9.6 below and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

1.9.5.3.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

1.9.5.3.2 Actions to compel compliance with the Dispute Resolution process.

1.9.5.3.3 All claims arising under federal or state statute(s), including antitrust claims.

#### 1.9.6 Commercial Arbitration

1.9.6.1 When both Parties agree to binding commercial arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association for commercial disputes or pursuant to such other provider of arbitration services or rules as the Parties may agree. The place where each separate arbitration will be held will be Chicago, Illinois, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The arbitrator has no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

#### 1.10 **Non-payment and Procedures for Disconnection**

1.10.1 Either Party may terminate this Agreement in the event of a Party's refusal or failure to pay all or any portion of any amount required to be paid to the other Party as and when due and payable as provided except that:

- (a) A Party may only terminate this Agreement and/or disconnect interconnection with the other Party's network upon obtaining an order from a governmental, administrative, or regulatory body or a court of competent jurisdiction approving such termination and/or disconnection;
- (b) Notwithstanding Section 1.10.1(a), above, in the event of CLEC's refusal or failure to pay all or any portion of any amount required to be paid for Resale and/or UNE services as and when due and payable as provided in this Agreement, SBC ILLINOIS may cease providing and may disconnect such services only in accordance with the processes set forth below.

1.10.1.1 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SBC ILLINOIS as and when due and payable and has not presented a dispute under Section 1.8.5 of this Agreement, the applicable procedures for notice and disconnection as set forth in Sections 1.10.3 through 1.10.11 below shall apply.

1.10.1.2 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SBC ILLINOIS as and when due and payable and has presented a dispute as to those amounts (the "Previously Disputed Amounts") under Section 1.8.5 of this Agreement, but has not requested Formal Dispute Resolution under Section 1.9.5, above, within the later of 90 days of the date of the letter initiating informal dispute resolution under Section 1.9.3.1 or within 10 business days of receipt of notice under Section 1.9.3.3, then SBC ILLINOIS shall notify CLEC and the Commission that unless the Previously Disputed Amounts are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the Previously Disputed Amounts are outstanding (i.e. delinquent) shall be disconnected. On the same day it sends the notice letter required by this Section 1.10.1.2, SBC ILLINOIS will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement. Furthermore, the provisions of Sections 1.10.5 through 1.10.11 shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

- (i) In Section 1.10.5, the phrase "forty (40) calendar days past the due date of the undisputed Unpaid Charges" shall be modified to read "thirty-two (32) days past the expiration of the 90-day period;"
- (ii) In Section 1.10.6, the phrase "forty-five (45) calendar days past the due date of such Unpaid Charges" shall be modified to read "thirty-seven (37) days past the expiration of the 90-day period;"

- (iii) Further, Sections 1.10.5 through 1.10.11 shall be modified to read “Previously Disputed Amounts” where the phrase “Unpaid Charges” is found.

1.10.1.3 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SBC ILLINOIS as and when due and payable following the conclusion of any Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to Sections 1.9.5 or 1.9.6 above, then, no sooner than fifteen (15) days after the Formal Dispute Resolution process has concluded, SBC ILLINOIS shall notify CLEC and the Commission that unless the amounts required to be paid to SBC ILLINOIS following the conclusion of the Formal Dispute Resolution process (“FDR Amounts”) are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the FDR Amounts are outstanding (i.e. delinquent) shall be disconnected. On the same day it sends the notice letter required by this Section 1.10.1.3, SBC ILLINOIS will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement. For purposes of this Section 1.10.1.3, “conclusion” of the Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to Sections 1.9.5 or 1.9.6 above shall occur on the day any ruling, order or award in that process becomes final and non-appealable. Furthermore, the provisions of Sections 1.10.5 through 1.10.11 shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

- (i) In Section 1.10.5, the phrase “forty (40) calendar days past the due date of the undisputed Unpaid Charges” shall be modified to read “thirty-two (32) days past the conclusion of the Formal Dispute Resolution process;”
- (ii) In Section 1.10.6, the phrase “forty-five (45) calendar days past the due date of such Unpaid Charges” shall be modified to read “thirty-seven (37) days past the conclusion of the Formal Dispute Resolution process;”
- (iii) Further, Sections 1.10.5 through 1.10.11 shall be modified to read “FDR Amounts” wherever the phrase “Unpaid Charges” is found.

1.10.2 Pending the resolution of any dispute raised in accordance with Section 1.9 of this Agreement, whether by settlement or by final and non-appealable arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, exercise any right of termination or disconnection under this Section 1.10, unless otherwise directed by the other Party.

1.10.3 If CLEC fails to pay when due, any and all charges, including any applicable interest, that are billed to CLEC for resale services and network elements furnished under this Agreement and are not disputed under Section 1.8.5, above (“Unpaid Charges”), and any portion of such Unpaid Charges remain unpaid after the due date, SBC ILLINOIS shall provide written notification to CLEC’s billing department (with a copy to the address for

CLEC pursuant to Section 1.11 below) that in order to avoid having service disconnected, CLEC must remit all such Unpaid Charges to SBC ILLINOIS. With respect to resale services and network elements, SBC ILLINOIS will notify CLEC that such Unpaid Charges remain unpaid fifteen (15) calendar days after the due date and that CLEC must remit payment within fourteen (14) calendar days from the date CLEC's billing department receives SBC ILLINOIS' notice, except as otherwise provided in Sections 1.8.5 through 1.8.10, governing bona fide billing disputes. No payment made by CLEC following notice by SBC ILLINOIS as provided in this Section shall prejudice or otherwise adversely affect CLEC's right to dispute the Unpaid Charges, once paid, pursuant to Section 1.8.4, above. For the purposes of this Section 1.10.3, SBC ILLINOIS may give notice to CLEC billing department as follows, unless CLEC notifies SBC ILLINOIS otherwise:

Cbeyond Communications, LLC  
320 Interstate North Parkway, Suite 300  
Atlanta, GA 30339  
Attn: Julia Strow

- 1.10.4 If any Unpaid Charges for resale services or network elements remain unpaid twenty-nine (29) calendar days past the due date of such Unpaid Charges, SBC ILLINOIS shall notify CLEC and the Commission that unless all such Unpaid Charges are paid within sixteen (16) calendar days, the resale services and network elements furnished to CLEC under this Agreement for which undisputed Unpaid Charges are outstanding (i.e., delinquent) shall be disconnected. On the same day that it sends the letter required by this Section 1.10.4, SBC ILLINOIS will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement.

- 1.10.5 If any undisputed Unpaid Charges for resale services or network elements remain unpaid forty (40) calendar days past the due date of the undisputed Unpaid Charges, CLEC shall, at its sole expense, notify its end users and the Commission that the end users' service will be disconnected due to CLEC's failure to pay such Unpaid Charges, and that its end users must affirmatively select a new Local Service Provider within five (5) calendar days of the notice date.
- 1.10.6 If any undisputed Unpaid Charges for resale services or network elements furnished to CLEC under this Agreement remain unpaid forty-five (45) calendar days past the due date of such Unpaid Charges, SBC ILLINOIS shall disconnect the resale services or network elements for which such undisputed charges remain unpaid. Where CLEC is purchasing resale under SBC ILLINOIS' Resale tariff, SBC ILLINOIS shall transfer the Resale end users in accordance with the Illinois resale tariff ICC No. 19 Part 22 and ICC No. 20, Part 22. Provided however, nothing herein shall be interpreted to restrict SBC ILLINOIS' right to amend its tariff, including changes to provision on transfer of resale end users.
- 1.10.7 Intentionally not used.
- 1.10.8 Intentionally not used.
- 1.10.9 SBC ILLINOIS may discontinue service to CLEC as provided in Section 1.10.6 of this Agreement only after SBC ILLINOIS has sent all notices it is required to send as provided in Sections 1.9 and 1.10, and shall have no liability to CLEC or CLEC's end users in the event of such disconnection.
- 1.10.10 Intentionally not used.
- 1.10.11 Once all notices SBC ILLINOIS is required to send under Sections 1.9 and 1.10 have been sent, SBC ILLINOIS shall not be required to accept any order (other than a disconnect order) relating to resale services or network elements from CLEC until: (i) all undisputed Unpaid Charges for resale services and network elements under this Agreement are paid; and (ii) CLEC has furnished SBC ILLINOIS a deposit calculated pursuant to the terms and conditions of Section 1.8.11 of this Agreement.

## **1.11 Notices**

- 1.11.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties

will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

1.11.2 If to CLEC:

**Billing Notices:**

**For SBC Notices Involving Billing by CLEC**

**US Postal Service or Overnight Delivery:**

Cbeyond Communications, LLC

Julia Strow

320 Interstate North Parkway, Suite 300

Atlanta, GA 30339

678-424-2500 (Fax); 678-424-2429 (Voice Contact)

**For SBC Notices Regarding Bills to CLEC**

**US Postal Service:**

Cbeyond Communications, LLC

Julia Strow

320 Interstate North Parkway, Suite 300

Atlanta, GA 30339

678-424-2500 (Fax); 678-424-2429 (Voice Contact)

**For SBC Notices Regarding Bills to CLEC**

**Overnight Delivery:**

Cbeyond Communications, LLC

Julia Strow

320 Interstate North Parkway, Suite 300

Atlanta, GA 30339

678-424-2500 (Fax); 678-424-2429 (Voice Contact)

**All Notices Other than Billing:**

Cbeyond Communications, LLC

Julia Strow

320 Interstate North Parkway, Suite 300

Atlanta, GA 30339

678-424-2500 (Fax); 678-424-2429 (Voice Contact)

1.11.3 If to SBC ILLINOIS:

SBC 13-State Contact

Contract Management

Attn: Notices Manager

311 S. Akard, 9th Floor

Dallas, TX 75202-5398

214-464-2006 (Fax); 214-464-1246 (Voice contact)

- 1.11.4 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

## **1.12 Taxes**

- 1.12.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for: (a) any Tax on either party's corporate existence, status, or income; or (b) any corporate franchise Taxes. Whenever possible, these Taxes shall be billed as a separate item on the invoice.
- 1.12.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:
- 1.12.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.
- 1.12.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate, as set forth in Section 27.2.3 of Article 27, (Comprehensive Billing).
- 1.12.2.3 Notwithstanding Section 1.12.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this Section, the purchasing party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.

- 1.12.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by applicable law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 1.12.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax to the extent provided in Section 1.12.2 above and all subsections thereunder; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 1.12.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 1.12.6 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 1.12.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party: (a) furnishes the providing Party with a letter signed by an officer of the



purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

- 1.12.8 With respect to any Tax or Tax controversy covered by this Section 1.12, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 1.12.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 1.12 shall be sent in accordance with Section 1.11 hereof.

### **1.13 Force Majeure**

Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

### **1.14 Publicity**

- 1.14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

- 1.14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

## **1.15 Network Maintenance and Management**

- 1.15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.
- 1.15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users. Each party will maintain the capability of respectively implementing basic protective controls such as "Cancel To" or "Call Gap."
- 1.15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

## **1.16 Law Enforcement and Civil Process**

### **1.16.1 Intercept Devices**

- 1.16.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

### **1.16.2 Subpoenas**

- 1.16.2.1 If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving party is able to do

so; if response requires the assistance of the other party such assistance will be provided.

### 1.16.3 Law Enforcement Emergencies

- 1.16.3.1 If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

## 1.17 **Changes in Subscriber Carrier Selection**

- 1.17.1 Line sharing and line splitting are governed by Article 9 of this Agreement. With respect to Resale services Network Elements provided to end users, each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Network Elements) and must retain such authorizations pursuant to FCC and state rules. The Party submitting the change request assumes responsibility for applicable charges as specified in Subscriber Carrier Selection Changes at 47 CFR 64.1100 through 64.1170 and any applicable state regulations.
- 1.17.2 Intentionally Left Blank.
- 1.17.3 When an end user authorizes a change in his selection of local service provider or discontinues service, each party shall release the customer specific facilities. SBC ILLINOIS shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Further, when an end user abandons a premise (i.e., vacates a premise without disconnecting service), SBC ILLINOIS is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 1.17.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party other than as required by federal or state law. At CLEC's written request, SBC ILLINOIS will investigate an alleged incidence of slamming involving CLEC, and only in such CLEC authorized instances shall SBC ILLINOIS charge CLEC; providing such charge shall be a cost-based or mutually agreed fee for providing the investigation.

## 1.18 Amendments or Waivers

1.18.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.

### 1.18.2 Amendment Process.

1.18.2.1 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the Section or Sections to be amended and shall include the proposed language changes.

1.18.2.2 Within 30 days from its receipt of the request, the other Party shall accept the proposed amendment in writing or shall deliver written notice to the other Party either rejecting the requested amendment in its entirety, or inviting the prompt commencement of good faith negotiations to arrive at mutually acceptable terms. If the non-requesting Party rejects the requested amendment in its entirety, the requesting Party may request the prompt commencement of good faith negotiations to arrive at mutually acceptable terms, but there shall be no obligation on either Party to continue such negotiations longer than a period of 45 days if the Parties cannot arrive at mutually acceptable amendment terms.

1.18.2.3 If mutually acceptable terms are not agreed upon within 45 days after the delivery of the written notice requesting the commencement of negotiations, or if at any time during this period (or a mutually agreed upon extension of this period), the Parties have ceased to negotiate (other than by mutual agreement) for a period of 10 consecutive days, the amendment shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 1.9 of this Agreement. Neither Party may pursue dispute resolution pursuant to this Section 1.18.2.3 with respect to any matter that, if agreed to by the other Party, would have the effect of incorporating into the Agreement a provision that the Party proposing the amendment had unsuccessfully sought in any arbitration pursuant to Section 252 of the Act leading to the adoption of this Agreement. Further, neither Party may invoke the provisions of this Section 1.18.2.3 more than once during the term of the Agreement.

1.18.2.4 Nothing in this Section 1.18.2 shall affect the right of either Party to pursue an amendment to this Agreement pursuant to Section 1.3, (Intervening Law), or Section 252(i) of the Act.

**1.19 Authority**

- 1.19.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

**1.20 Binding Effect**

- 1.20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

**1.21 Consent**

- 1.21.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

**1.22 Expenses**

- 1.22.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

**1.23 Headings**

- 1.23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

**1.24 Relationship of Parties**

- 1.24.1 This Agreement will not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

**1.25 Conflict of Interest**

- 1.25.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

## **1.26 Multiple Counterparts**

- 1.26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

## **1.27 Third Party Beneficiaries**

- 1.27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

## **1.28 Regulatory Approval**

- 1.28.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.
- 1.28.2 The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. If arbitrated, in whole or in part, each Party agrees that this Agreement conforms to the Order of the Commission approving the Agreement, and agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

## **1.29 Trademarks and Trade Names**

- 1.29.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

## **1.30 Regulatory Authority**

- 1.30.1 SBC ILLINOIS will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other

regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC Customers contemplated by this Agreement. CLEC will reasonably cooperate with SBC ILLINOIS in obtaining and maintaining any required approvals for which SBC ILLINOIS is responsible, and SBC ILLINOIS will reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.

- 1.30.2 Except as provided in Section 1.30.4 below, the Parties agree that the rates, terms and conditions of this Agreement will not be superceded by the rates, terms and conditions of any tariff SBC may file, absent Commission order to the contrary. The Parties agree that CLEC is not precluded from ordering products and services available under any effective SBC tariff or any tariff that SBC may file in the future provided that CLEC satisfies all conditions contained in such tariff and provided that the products and services are not already available under this Agreement. (In which case CLEC may incorporate such products and services including legitimately related rates, terms and conditions by amendment into this Agreement). If CLEC chooses to order products or services under an SBC Illinois tariff, it is bound by all applicable terms and conditions of the tariff and shall not seek to apply terms and conditions of this Agreement to the items it orders from the tariff. CLEC is not precluded from amending the agreement to incorporate by reference individual and independent rates, terms and conditions available to other carriers through Agreement or tariff, even when such products or services are already available under this Agreement, provided such incorporation by reference must include material terms and conditions that are applicable and legitimately related to the requested product or services.
- 1.30.3 SBC will provide CLEC direct notice of any tariff or filing which concerns the subject matter of this Agreement whether or not SBC ILLINOIS makes a voluntary filing or is required by any governmental authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement. The notice shall be served to CLEC concurrent with SBC ILLINOIS making the filing with the governmental authority.
- 1.30.4 The rates set forth in the Pricing Schedule to this Agreement are subject to change based upon the outcome of Illinois Commerce Commission proceedings affecting wholesale prices which are given general applicability by the Commerce Commission, including carrier-specific dockets that are given general applicability, where the outcome produces rates different than the rates set forth in the Pricing Schedule. Absent a stay of such an outcome, the affected rate(s) shall be modified consistent with the outcome via written amendment to the Agreement and/or its Pricing Schedule, as appropriate, within thirty (30) days after receipt of written notice by one Party from the other Party. Where such rate differences are accompanied by or are the result of changes to terms and conditions that are legitimately related to the item(s) associated with the affected rates, then the Parties shall include in their amendment conforming modifications to such terms and

conditions. If the Parties disagree as to the appropriate terms and conditions requiring modification due to a price change requested pursuant to this Section, either Party may seek resolution of the dispute in accordance with the provisions of Section 1.9 of this Article. The modified rates and any associated modified terms and conditions shall take effect upon the effective date set forth in the Commission order that approves the rate. If the order approving the rate is silent as to the effective date, then the rate would become effective upon the approval of the amendment by the Commission or within sixty (60) days after receipt of the written notice described above, whichever is sooner, unless otherwise agreed to by the parties. Nothing in this Section is intended to limit either Party's right to obtain modification of any rates in this Pricing Schedule or any associated terms and conditions in accordance with other terms of this Agreement, including but not limited to the Agreement's "Change in Law; Reservation of Rights" provision Section.

### **1.31 Intentionally Left Blank.**

### **1.32 Verification Reviews**

- 1.32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Billed (auditing) Party may audit the Billing Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the Billing (audited) Party's billing and invoicing. The Billing Party may audit the Billed Party's books, records and other documents once in each Contract Year for verification of the accuracy of information that the Billing (auditing) Party is entitled, under this Agreement, to rely on in billing and invoicing for services provided to the Billed (audited) Party hereunder. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.
- 1.32.2 The Billing Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. The credit shall include interest on the overpayment, which interest shall be computed in accordance with Section 1.8.2.1 of this Article. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 1.9 of this Article.
- 1.32.3 Each Party will cooperate fully in any audit performed pursuant to Section 1.32.1, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. The audit will be conducted during normal business hours at an office designated by the Party being audited. The Parties agree to retain records of call detail for two years from when the calls were initially reported to the other Party.
- 1.32.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the audit pursuant to Section 1.32.1 found previously uncorrected net variances or errors in invoices in the other Party's favor with an



aggregate value of at least two percent (2%) of the amounts payable by the Billed Party for Resale services, Network Elements, Combinations or usage based charges provided during the period covered by the audit.

- 1.32.5 Except as may be otherwise provided in this Agreement, audits will be at the auditing Party's expense.
- 1.32.6 Intentionally not used.
- 1.32.7 Intentionally not used.
- 1.32.8 This Section 1.32 also applies to the audit by the Billing Party of the Billed Party's books, records, and other documents related to the development of the percent local usage (PLU) used to measure and settle jurisdictionally unidentified traffic, including but not limited to calls for which calling party number (CPN) is not transmitted, in connection with Article 21 Inter-carrier Compensation. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the remainder of current quarter and for the subsequent quarter following the completion of the audit. If the PLU is adjusted based upon the audit results, the Billing Party may audit the Billed Party again during the subsequent nine (9) month period, notwithstanding any other provisions in the Agreement. If as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of the subsequent audit which is to happen within nine (9) months of the initial audit.
- 1.32.9 Information obtained or received by either Party in connection with Sections 1.32.1 through 1.32.6 and 1.32.8 will be subject to the confidentiality provisions of Section 1.6 of this Agreement.

### **1.33 Complete Terms**

- 1.33.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 1.33.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the Party sought to be bound. Unless otherwise agreed by the Parties, the rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.

### **1.34 Cooperation on Preventing End User Fraud**

- 1.34.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be

cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

- 1.34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above Section will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

### **1.35 Notice of Network Changes/Notification of Other Information**

- 1.35.1 SBC ILLINOIS agrees to provide CLEC reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using SBC ILLINOIS' facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit SBC ILLINOIS' ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with SBC ILLINOIS' obligations to CLEC under the terms of this Agreement.
- 1.35.2 SBC ILLINOIS communicates official information to competitive local exchange carriers via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 1.35.3 SBC ILLINOIS will provide CLEC Accessible Letter notification via electronic mail ("e-mail") distribution.
- 1.35.4 CLEC may designate a maximum of ten (10) recipients for SBC ILLINOIS Accessible Letter notification via e-mail.
- 1.35.5 CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable SBC ILLINOIS' CLEC Online website) to the SBC ILLINOIS individual specified on that form to designate in writing each individual (other than the CLEC contact designated in Section 1.11.2) to whom CLEC requests Accessible Letter notification be sent, via e-mail CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters (other than the CLEC contact designated in Section 1.11.2). Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by SBC ILLINOIS.

**1.36 Good Faith Performance**

- 1.36.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

**1.37 Responsibility of Each Party**

- 1.37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all: (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting there from or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for: (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

**1.38 Intentionally left blank.****1.39 Governmental Compliance**

- 1.39.1 CLEC and SBC ILLINOIS each will comply at its own expense with all applicable law (including, but not limited to, Part 64 of the rules of the Federal Communications Commission) related to: (i) its obligations under or activities in connection with this Agreement, or (ii) its activities undertaken at, in connection with or relating to Work Locations. CLEC and SBC ILLINOIS each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) its failure or the failure of its contractors or agents to so comply, or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. SBC ILLINOIS, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not

limited to, space and power), which are necessary for SBC ILLINOIS to provide the Network Elements and Resale services pursuant to this Agreement.

#### **1.40 Responsibility for Environmental Contamination**

- 1.40.1 Disclosure of Potential Hazards: When and if CLEC notifies SBC ILLINOIS that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular SBC ILLINOIS building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), SBC ILLINOIS shall timely notify CLEC of any Environmental Hazard at that Work Location of which SBC ILLINOIS has actual knowledge, except that this duty shall not apply to any Environmental Hazard: (i) of which CLEC already has actual knowledge, or (ii) was caused solely by CLEC, or (iii) would be obvious and apparent to anyone coming to the Work Location. For purposes of this Agreement, "Environmental Hazard" shall mean: (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by SBC ILLINOIS; and (v) any potential hazard that would not be obvious to an individual entering the Work Location or detectable using work practices standard in the industry.
- 1.40.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to SBC ILLINOIS, CLEC shall have the right to inspect, test, or monitor any Work Location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with SBC ILLINOIS' business operations after consultation with SBC ILLINOIS, and shall return SBC ILLINOIS' property to substantially the same condition as it would have been without such inspections, testing or monitoring.
- 1.40.3 Managing Disturbed Materials and Media: If and to the extent that CLEC's activity at any Work Location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then CLEC rather than SBC ILLINOIS shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.
- 1.40.4 Indemnification:
- 1.40.4.1 Each party shall indemnify, on request defend, and hold harmless the other party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of

this Section 1.40 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other applicable law or provision of this agreement dealing with hazardous substances or protection of human health or the environment.

- 1.40.4.2 CLEC shall indemnify, on request defend, and hold harmless SBC ILLINOIS and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with: (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of CLEC, or by any person acting on CLEC's behalf, while at a Work Location, or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location, or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by CLEC or its contractors or agents.
- 1.40.4.3 SBC ILLINOIS shall indemnify, on request defend, and hold harmless CLEC and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other third party on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with: (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of SBC ILLINOIS or by any person acting on SBC ILLINOIS' behalf, at a Work Location, or (ii) the removal or disposal of any hazardous substances by any employee of SBC ILLINOIS or by any person acting on SBC ILLINOIS' behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location, or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either: (x) existing or occurring at any Work Location on or before the date of this agreement, or (y) caused or created by SBC ILLINOIS or its contractors or agents.

#### **1.41 Subcontracting**

- 1.41.1 If any obligation is performed through a subcontractor, each party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either party performs through subcontractors, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any

indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

#### **1.42 Intentionally left blank.**

#### **1.43 Severability**

- 1.43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 1.9.5.

#### **1.44 Survival of Obligations**

- 1.44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

#### **1.45 Governing Law**

- 1.45.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Illinois other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Chicago, Illinois and waive any and all objections to an Illinois venue.

#### **1.46 Performance Criteria**

- 1.46.1 Specific provisions governing failure to meet Performance Criteria are contained in Article 32, (Performance).

**1.47 Other Obligations of CLEC**

- 1.47.1 For the purposes of establishing service and providing efficient and consolidated billing to CLEC, CLEC is required to provide SBC ILLINOIS its authorized and nationally recognized Operating Company Number (OCN) for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services. CLEC is responsible for costs of implementing any changes to its OCN/ACNA whether or not it involves a merger, consolidation, assignment or transfer of assets shall be determined through the BFR process set forth in ILL. C.C. No. 20, Part 19, Section 1.

**1.48 Dialing Parity**

- 1.48.1 SBC ILLINOIS will ensure that all CLEC Customers experience the same dialing parity as similarly-situated customers of SBC ILLINOIS services, such that, for all call types: (i) an CLEC Customer is not required to dial any greater number of digits than a similarly-situated SBC ILLINOIS customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an CLEC Customer is at least equal in quality to that experienced by a similarly-situated SBC ILLINOIS customer; and (iii) the CLEC Customer may retain its local telephone number in accordance with the Number Portability Article.

**1.49 Branding**

- 1.49.1 Specific provisions concerning the branding of services provided to CLEC by SBC ILLINOIS under this Agreement are contained in the following Attachments and Appendices to this Agreement: Article 10, (Resale); Article 22, (Market Based OS/DA); and Schedule 9.2.9: (OS/DA as UNE).

**1.50 Customer Inquiries**

- 1.50.1 Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquiries to the other Party at a telephone number provided by that Party; (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

**1.51 Disclaimer of Warranties**

- 1.51.1 TO THE EXTENT CONSISTENT WITH ITS OBLIGATIONS UNDER THE ACT, NO PARTY MAKES REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER.

**1.52 No Waiver**

- 1.52.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and duly executed on behalf of the Party against whom the waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

**1.53 Definitions**

- 1.53.1 Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act.



**1.54 Resale**

- 1.54.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SBC ILLINOIS currently provides or hereafter offers to any customer in the geographic area where SBC ILLINOIS is the incumbent LEC will be made available to CLEC by SBC ILLINOIS for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Article 10, (Resale), and other applicable Attachments.

**1.55 Unbundled Network Elements**

- 1.55.1 At the request of CLEC and pursuant to the requirements of the Act, SBC ILLINOIS will offer in the geographic area where SBC ILLINOIS is the incumbent LEC Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network Elements are addressed in Article 9 and Schedules 9.2.1 through 9.5 and other applicable Attachments.

**1.56 Ordering and Provisioning, Maintenance, Connectivity Billing and Recording, and Provision of Customer Usage Data**

- 1.56.1 In connection with its Resale of services to CLEC, SBC ILLINOIS agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.
- 1.56.2 In connection with its furnishing Unbundled Networks Elements to CLEC, SBC ILLINOIS agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

**1.57 This section intentionally not used.****1.58 Compensation for Delivery of Traffic**

- 1.58.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Article 21, (Reciprocal Compensation).

**1.59 Ancillary Functions**

- 1.59.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. SBC ILLINOIS agrees to provide Ancillary Functions to CLEC as set forth in Articles 12, 16 and related Schedules.

**1.60 Other Requirements and Attachments**

- 1.60.1 This Agreement incorporates a number of listed Articles and Schedules which, together with their associated Appendices, Exhibits, and Addenda (collectively, “attachments” and individually, “an attachment”), constitute the entire Agreement between the Parties. It is understood that the titles of these attachments are for convenience of reference only, and are not intended to limit the applicability which any particular attachment may otherwise have.
- 1.60.2 Appended to this Agreement and incorporated herein are the Articles and Schedules listed in the Table of Contents. To the extent that any definitions, terms or conditions in any given attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular attachment. In particular, if an attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that attachment will control the length of time that services or activities are to occur under the attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the attachment.

**ARTICLE 9**  
**ACCESS TO UNBUNDLED NETWORK ELEMENTS – SECTION 251(c)(3)**

- 9.1 Introduction - Access to Unbundled Network Elements.** This Article 9, Access to Unbundled Network Elements – Section 251(c)(3), sets forth the terms and conditions pursuant to which SBC ILLINOIS agrees to furnish CLEC with access to Network Elements on an unbundled basis and the terms under which SBC ILLINOIS agrees to provide Combinations of Unbundled Network Elements (“UNE Combinations or Combinations”) as more specifically defined in Section 9.3. CLEC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with SBC ILLINOIS’ network.
- 9.1.1 SBC ILLINOIS shall provide CLEC nondiscriminatory access to Unbundled Network Elements, upon request, at any technically feasible point on just, reasonable and nondiscriminatory rates, terms and conditions to enable CLEC to provision any telecommunications services within the LATA, including, but not limited to, local exchange and exchange access, in accordance with the federal Telecommunications Act of 1996, applicable FCC orders, rules and regulations and, applicable state statutes, orders, rules and regulations. A “telecommunications service”, as used in this Agreement, shall be defined as “the provision or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of information, by means of electromagnetic, including light, transmission with or without benefit of any closed transmission medium, including all instrumentalities, facilities, apparatus, and services (including the collection, storage, forwarding, switching, and delivery of such information) used to provide such transmission and includes access and interconnection arrangements and services.”
- 9.1.2 SBC ILLINOIS shall provide CLEC Unbundled Network Elements in a manner that allows CLEC to combine those network elements to provide a telecommunications service. Unbundled Network Elements are available to CLEC for use in the provision of any telecommunications service within the LATA to CLEC's end users or payphone service providers pursuant to the Telecommunications Act of 1996 and the rules and regulations of the Federal Communications Commission and the rules and regulations of the Illinois Commerce Commission. SBC ILLINOIS shall provide CLEC with Combinations of Unbundled Network Elements that it “ordinarily combines” for itself pursuant to Section 9.3 herein. SBC ILLINOIS shall not place any restrictions or limitations on CLEC’s use of Network Elements or Unbundled Network Elements or Combinations of Unbundled Network Elements other than as set forth in this Agreement and other than those restrictions and limitations provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations. CLEC may not use combinations of network elements to provide exchange access service to a customer unless it provides a “significant amount of local exchange service” to such customer in accordance with the requirements and definitions

contained in Paragraph 22 of the FCC's Supplemental Order Clarification and CC docket no. 96-98, FCC 00-0183.

9.1.3 Certain specific terms and conditions that apply to the Unbundled Network Elements and the Combinations of Unbundled Network Elements SBC ILLINOIS shall provide to CLEC are described herein and in the attached Schedules. Prices for UNEs and combinations are set forth in the attached Pricing Schedule. SBC ILLINOIS shall price each UNE separately, and shall offer each Unbundled Network Element individually, and in Combinations as defined in this Article 9. In no event shall SBC ILLINOIS require CLEC to purchase any Unbundled Network Element in conjunction with any other service or element.

9.1.4 When CLEC replaces any existing service with Network Elements (including Combinations), SBC ILLINOIS shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the services being replaced, except at the request of CLEC.

## **9.2 Network Elements.**

9.2.1 "Network Element" shall mean "a facility or equipment used in the provision of a telecommunications service." "Network Element" shall also include "features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service."

9.2.2 SBC ILLINOIS will permit CLEC to interconnect CLEC's facilities or facilities provided by CLEC, SBC ILLINOIS or third parties with each of SBC ILLINOIS' UNEs or Combinations at any technically feasible point. Any request by CLEC to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of UNEs and Combinations under the following provisions of this Article 9 and the Schedules attached to this Article 9), or (ii) under any arrangement SBC ILLINOIS may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth in Schedule 2.2, BFR, of this Agreement.

9.2.3 At such time that CLEC provides SBC with an order for a particular Unbundled Network Element or Combination, CLEC may designate any technically feasible network interface that currently exists in the network, including without limitations DS0, DS1 and DS3 interfaces and any other interface described in the applicable Telcordia and any other industry standard technical references. Any such requested network interface shall be provided by SBC, unless SBC provides CLEC, within fifteen (15) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article (General Terms and

Conditions) of this Agreement. Unless otherwise specified, any reference to DS1 in this Article 9 shall mean, at CLEC's option, either DS1 AMI or XDSL facility.

- 9.2.4 CLEC may use one or more UNEs or Combinations to provide to itself, its affiliates and to CLEC End Users any feature, function, capability or service option that such UNE provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the applicable Telcordia and other industry standard technical references.
- 9.2.5 For individual network elements or Unbundled Network Elements ordered by CLEC, SBC Illinois shall provide a demarcation point that is agreed to by both parties and if necessary, access to such demarcation point, unless the demarcation point is located on SBC's MDF.
- 9.2.5.1 Where facilities and equipment are not "available", SBC ILLINOIS shall not be required to provide Unbundled Network Elements. A facility is available if it is located in an area presently served by SBC and otherwise meets the criteria established by the Illinois Commerce Commission in ICC Docket No. 99-0593. This definition of "available" does not require SBC to construct network elements for the sole purpose of unbundling those elements for CLECs.

However, CLEC may request and, to the extent required by law, SBC ILLINOIS shall agree to provide UNEs, through the Bona Fide Request ("BFR") process as set forth in Schedule 2.2, BFR of this Agreement.

- 9.2.6 Charges for migrating an existing telecommunications service(s) to a combination of Network Elements are priced at total element long-run incremental cost as set forth in the Pricing Schedule. Charges for the conversion of an end user's existing service to Unbundled Network Elements (including Combinations) shall be as set forth in the Pricing Schedule as per the applicable UNE or UNE Combination. Currently offered UNE combinations are set forth in Table 1 herein. Charges for conversions of combinations not included in Table 1 will be determined as part of the BFR or BFR-OC process, as appropriate.
- 9.2.7 This section includes the minimum set of Unbundled Network Elements to which SBC Illinois shall provide CLEC access under this Agreement. This minimum set of Unbundled Network Elements is described in detail in the Schedules attached hereto. CLEC and SBC ILLINOIS agree that the Unbundled Network Elements identified in Article 9 and the attached Schedules may not be exclusive. CLEC and SBC ILLINOIS also agree that CLEC may identify and request that SBC ILLINOIS furnish additional or revised unbundled network elements required by applicable federal and/or state laws pursuant to the Bona Fide Request process. Failure to list a network element herein shall not constitute a waiver by CLEC to request a network element identified by the FCC and/or by the Illinois Commerce Commission or Illinois General Assembly.

### 9.3 Combination of Unbundled Network Elements.

- 9.3.1 At the request of CLEC, SBC shall provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those Network Elements to provide a telecommunications service. Subject to the provisions hereof and at the request of CLEC, SBC ILLINOIS shall also provide CLEC with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in SBC ILLINOIS' network, and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at the request of CLEC, SBC ILLINOIS shall also combine for CLEC any sequence of Unbundled Network Elements that SBC ILLINOIS "ordinarily combines" for itself or its end users. SBC ILLINOIS shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by SBC ILLINOIS or SBC ILLINOIS' end users where SBC ILLINOIS provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined", and SBC Illinois will not have an obligation to provide the combination, if: (1) SBC ILLINOIS does not provide services using such a combination of unbundled network elements; (2) where SBC ILLINOIS does provide services using such combinations, such provisioning is extraordinary (i.e., a limited combination of network elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Illinois Commerce Commission does not require SBC ILLINOIS to provide as an unbundled network element.

As required by Section 13-801(d)(4) of the Illinois Public Utilities Act and all Illinois Commerce Commission rules and orders interpreting Section 13-801(d)(4), CLEC may use a Network Elements platform consisting solely of combined Network Elements of SBC ILLINOIS to provide end-to-end telecommunications service for the provision of existing and new local exchange, interexchange that includes local, local toll, and intraLATA toll, and exchange access telecommunications services within the LATA to its end users or payphone service providers without CLEC's provision or use of any other facilities or functionalities.

- 9.3.1.1 When CLEC orders the UNE-Platform for its end user customers, the combination shall consist of the NID, the loop, local switching, and shared transport. When CLEC end user customers utilize the UNE-Platform, SBC ILLINOIS' signaling and call-related databases may be accessed in order to complete calls dialed by CLEC's end users. Calls dialed by CLEC's UNE-P end user customers may also use SBC ILLINOIS tandem switching and OS and DA. OS and DA may be provided by either SBC ILLINOIS or via customized routing where SBC ILLINOIS routes CLEC's OS and DA traffic to CLEC's OS/DA platform or the OS/DA platform of a third party. Custom routing in this instance is only available per the terms of this agreement.

9.3.1.2 When CLEC requests a network elements platform referred to in Section 9.3.1 above without the need for field work outside of the central office, for an end user that has existing local exchange telecommunications service provided by SBC or by another CLEC through SBC's network elements platform, unless otherwise agreed to by CLEC, SBC shall provide CLEC with the requested network elements platforms with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such migrations to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC Illinois shall coordinate it with CLEC's representatives to accomplish this goal. CLEC may order a UNE Platform using a single Local Service Request (LSR). It shall not be necessary for CLEC to collocate in an SBC Illinois central office in order to purchase the UNE-Platform. SBC Illinois shall provide network elements platforms, including the UNE-Platform to CLEC even if CLEC is collocated in the relevant central offices. If Unbundled Local Switching Shared Transport (ULS-ST) is used, SBC Illinois will be responsible for engineering provisioning and maintenance of these components to ensure they support the agreed upon grade of service.

9.3.1.3 Features of the UNE-Platform shall include, but shall not be limited to:

- 9.3.1.3.1 In accordance with Section 9.2.7.4.4 of Schedule 9.2.7 "inter-office transmission facilities" and 27.14.4 of Article 27 "comprehensive billing", SBC will provide the records to CLEC in an OBF EMI format and retain these records for one year. The OCN will be included in the EMI records according to industry standards.
- 9.3.1.3.2 CLEC's use of the UNE-Platform to provide service shall not in any way impair or deny CLEC's receipt of toll access revenues or reciprocal compensation associated with UNE-P switch ports that originate and terminate calls.
- 9.3.1.3.3 At CLEC's option, SBC ILLINOIS will route CLEC's intraLATA and interLATA toll traffic to CLEC via CLEC's Carrier Identification Code.
- 9.3.1.3.4 Other than as set forth in this Agreement, SBC Illinois shall not place any restrictions or limitations on CLEC's use of the UNE-Platform other than those restrictions and limitations set forth in this Agreement or provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations.
- 9.3.1.3.5 UNE-P not to require any different pre-ordering processes where migrations to CLEC flow from SBC ILLINOIS or from another CLEC.
- 9.3.1.3.6 Operator services will, at CLEC's option, be provided to CLEC in conjunction with the UNE-P as described in Article 22 and Schedule 9.2.6. Collocation by CLEC shall not be required.

9.3.1.3.7 Directory assistance will, at CLEC's option, be provided to CLEC in conjunction with the UNE-P as described in Article 22 and Schedule 9.2.6.

9.3.2 Additional terms and conditions related to Combinations are as follows:

9.3.2.1 Intentionally Left Blank.

9.3.2.2 Intentionally Left Blank.

9.3.2.3 SBC ILLINOIS shall comply with 47 CFR § 51.315(b) by not separating CLEC-requested UNEs that are currently combined.

9.3.2.4 If CLEC requests a combination of network elements that are not ordinarily combined, CLEC shall submit a BFR, as set forth in Schedule 2.2, BFR. If CLEC requests a combination of network elements that are ordinarily combined, but not included on Table 1, CLEC shall submit a BFR-OC, as set forth in Schedule 2.2, BFR.

9.3.2.5 At the request of CLEC, SBC shall also provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those Unbundled Network Elements to provide a telecommunications service. SBC shall permit CLEC to combine any Unbundled Network Element(s) obtained from SBC with Compatible Network Components provided by CLEC or provided by third parties to CLEC or combined any Unbundled Network Element(s) with other services (including access services) obtained from SBC Illinois in order to provide telecommunication services to CLEC, its end users and its affiliates as long as these combinations are consistent with FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-0183.

9.3.3 New Combinations involving UNEs (SBC ILLINOIS')

9.3.3.1 For purposes of determining the proper application of non-recurring charges a "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A "Pre-existing Combination" means a combination of UNEs where no physical work is required by SBC ILLINOIS at an SBC ILLINOIS premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE combination. A Pre-existing Combination includes the situation when CLEC orders all the SBC ILLINOIS UNEs required either:

- (1) to convert to a combinations of UNEs an SBC ILLINOIS End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or CLEC's or another carrier's resale End User customer; or
- (2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-



Existing Combination to CLEC's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, e.g., call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC ILLINOIS, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, e.g., the loop facility is being used to provide both a voice service and also an xDSL service. (Section 9.3.3.1(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC's OS/DA platform from the relevant SBC ILLINOIS local switch, including CLEC's payment of all applicable charges to establish that routing.)

9.3.3.1.1 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.

9.3.3.2 The United States Supreme Court, in upholding FCC Rules 315(c)-(f) in *Verizon Comm. Inc.*, made reference to the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. SBC-13STATE thus will continue to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Article.

9.3.3.2.1 Section 9.3.3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, either Party to this Agreement from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by either Party to this Agreement. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect either Party to this Agreement from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

9.3.3.3 Intentionally left blank.

9.3.3.4 For a new UNE combination listed on Table 1, CLEC shall issue appropriate service requests. These requests will be processed by SBC ILLINOIS, and CLEC will be charged pursuant to the Pricing Schedule.

9.3.3.5 Intentionally left blank.

9.3.3.6 Intentionally left blank.

9.3.3.7 Intentionally left blank

9.3.3.8 In addition to any other applicable charges, SBC may charge a Commission-approved TELRIC-based fee for any combining work that is required to be done by SBC ILLINOIS pursuant to a BFR or BFR-OC, as applicable, under Schedule 2.2 of this Agreement, BFR.

9.3.3.9 Intentionally Left Blank.

9.3.3.10 Intentionally Left Blank.

9.3.3.11 Intentionally Left Blank.

9.3.3.12 Intentionally Left Blank.

9.3.3.13 Intentionally Left Blank.

9.3.3.14 The UNE Combination known as an “enhanced extended loop” or “EEL” (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to CLEC to the extent that the EEL is used to provide a significant amount of local exchange service to a particular end user customer (this limitation is the same as the requirements set forth in the FCC’s Supplemental Order Clarification in CC Docket No. 96-98, FCC)) -183 (rel. June 2, 2000));

9.3.4 Upon CLEC's request, SBC ILLINOIS shall perform the functions necessary to combine SBC ILLINOIS' Network Elements in any manner, even if those elements are not ordinarily combined in SBC ILLINOIS' network; provided that such combination is: (i) technically feasible, and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to Interconnect with SBC ILLINOIS' network. In addition, upon a request of CLEC that is consistent with the above criteria, SBC ILLINOIS shall perform the functions necessary to combine SBC ILLINOIS' Unbundled Network Elements with elements possessed by CLEC in any technically feasible manner.

9.3.5 A minimum set of Combinations is described in Table 1 of this Article 9 that CLEC and SBC ILLINOIS have identified as of the Effective Date of this Agreement. CLEC may request Table 1 combinations of the same type, going to the same location, on a single order.

- 9.3.6 When purchasing a Combination, CLEC will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.
- 9.3.7 SBC ILLINOIS shall make available to CLEC the following Combinations as described in the table set forth:

**TABLE 1**

2-Wire Basic Analog Loop with Basic Line Port  
 2-Wire P.B.X. Ground Start Analog Loop with Ground Start line Port  
 2-Wire Basic Analog Loop with Analog DID Trunk Port  
 2-Wire Basic Analog Loop with Centrex Basic Line Port  
 2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port  
 2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port  
 2-Wire 160kbps (ISDN-BRI) Digital Loop with Centrex ISDN Line Port  
 4-Wire Digital Loop with Digital Trunk Port  
 4-Wire Digital Loop with ISDN Prime Trunk Port  
 4-Wire Digital Loop with ULS DS1 Trunk Port  
 2-Wire Analog COPTS Coin Loop with COPTS-Coin Line Port  
 2-Wire Basic Analog Loop with Basic COPTS Line Port  
 2-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)  
 4-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)  
 2-Wire Digital Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)  
 4-wire Digital Loop (DS1 Loop) to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)

**9.4 Nondiscriminatory Access to and Provision of Network Elements.**

- 9.4.1 Where technically feasible, the quality of a UNE, as well as the quality of the access to such UNE, that SBC ILLINOIS provides to CLEC hereunder shall be at least equal in quality to that which SBC ILLINOIS provides to itself, its subsidiaries, Affiliates and any other party.
- 9.4.2 SBC ILLINOIS shall provide CLEC access to UNEs and Operations Support Systems functions, including the time within which SBC ILLINOIS provisions such access to UNEs, on terms and conditions no less favorable than the terms and conditions under which SBC ILLINOIS provides such UNEs to itself, its subsidiaries, Affiliates and any other party except as may be provided by the Commission.

**9.5 Provisioning of Network Elements.**

- 9.5.1 SBC ILLINOIS shall provide CLEC UNEs as set forth in this Article 9, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

- 9.5.2 SBC ILLINOIS shall provide CLEC access to the functionalities for SBC ILLINOIS' pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the UNEs and UNE Combinations that CLEC purchases in accordance with Article 33 (OSS).
- 9.5.3 Where applicable, the parties shall apply the principles set forth in 47 C.F.R. § 64.1120 et seq.
- 9.5.4 Unless the Parties negotiate another arrangement, when a SBC ILLINOIS provided tariffed or resold service is replaced by CLEC's facility based service using any SBC ILLINOIS provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by SBC ILLINOIS, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC ILLINOIS provided UNEs is converted to a different CLEC's service which also uses any SBC ILLINOIS provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC ILLINOIS and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 9.6 Availability of Additional or Different Quality Network Elements.** Any request by CLEC for access to a UNE or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth in Schedule 2.2.
- 9.7 Pricing of Unbundled Network Elements and Combinations.** For Unbundled Network Elements defined in this Agreement, and for Combinations listed on Table 1, SBC ILLINOIS shall charge CLEC the UNE rates specified in the Pricing Schedule. Otherwise, pricing for UNEs and Combinations to be provided under this Agreement shall be established as set forth in this Article 9.
- 9.8 Billing.** SBC ILLINOIS shall bill CLEC for access to UNEs and Combinations pursuant to the requirements contained in Article 27 of this Agreement.
- 9.9 Intentionally left blank**

**9.10 Standards of Performance.** SBC ILLINOIS shall provide to CLEC access to unbundled Network Elements as required by the Performance Standards set forth in Article 32 (Performance Standards, Measurements and Penalties). Upon 30 days written notice, SBC ILLINOIS may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC ILLINOIS places on itself for orders from its customers.

**9.11 Access to UNE Connection Methods.**

9.11.1 SBC ILLINOIS will provide access to Network Elements on an unbundled basis and combinations of Unbundled Network Elements at any technically feasible point including at any point set forth in Article 12 (Collocation).

**9.12 Maintenance of Unbundled Network Elements.**

9.12.1 SBC ILLINOIS shall provide maintenance of UNEs and Combinations as set forth in Article 33 (OSS).

9.12.2 If trouble occurs with unbundled network elements provided by SBC ILLINOIS, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in SBC ILLINOIS' equipment and/or facilities, CLEC will issue a trouble report to SBC ILLINOIS.

9.12.3 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and SBC ILLINOIS dispatches personnel to the End User's premises or a SBC ILLINOIS Central Office and trouble was not caused by SBC ILLINOIS' facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

9.12.4 CLEC shall pay Time and Material charges when SBC ILLINOIS dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC ILLINOIS or in detariffed CPE provided by SBC ILLINOIS, unless covered under a separate maintenance agreement.

9.12.5 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

- 9.12.6 If CLEC issues a trouble report allowing SBC ILLINOIS access to the End User's premises and SBC ILLINOIS personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC ILLINOIS personnel are dispatched. Subsequently, if SBC ILLINOIS personnel are allowed access to the premises, these charges will still apply.
- 9.12.7 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC ILLINOIS performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC ILLINOIS performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC ILLINOIS performed other than on a normally scheduled workday.
- 9.12.8 If CLEC requests or approves a SBC ILLINOIS technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

### **9.13 RECONFIGURATION**

- 9.13.1 SBC ILLINOIS will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370).

# **PRICING SCHEDULE**

**SBC / Cbeyond Communications, LLC  
ILLINOIS  
ICA PRICING SCHEDULE**

Pricing Schedule

			<b>SBC</b>	
<b>ILLINOIS</b>			<b>RECURRING</b>	<b>SBC</b>
			<b>Monthly</b>	<b>Nonrecurring</b>
<b>UNBUNDLED NETWORK ELEMENTS</b>				
<b>Unbundled Loops</b>				
	2-Wire Analog - Access Area A		\$ 2.59	See NRC prices below
	2-Wire Analog - Access Area B		\$ 7.07	See NRC prices below
	2-Wire Analog - Access Area C		\$ 11.40	See NRC prices below
	4-Wire Analog - Access Area A		\$ 4.08	See NRC prices below
	4-Wire Analog - Access Area B		\$ 16.82	See NRC prices below
	4-Wire Analog - Access Area C		\$ 26.63	See NRC prices below
	PBX Ground Start- Access Area A		\$ 2.64	See NRC prices below
	PBX Ground Start-Access Area B		\$ 7.84	See NRC prices below
	PBX Ground Start-Access Area C		\$ 12.38	See NRC prices below
	COPTS-Coin Line-Access Area A		\$ 2.67	See NRC prices below
	COPTS-Coin Line-Access Area B		\$ 8.09	See NRC prices below
	COPTS-Coin Line-Access Area C		\$ 12.72	See NRC prices below
	Electronic Key Line (EKL) Interface-Access Area A		\$ 2.95	See NRC prices below
	Electronic Key Line (EKL) Interface-Access Area B		\$ 12.18	See NRC prices below
	Electronic Key Line (EKL) Interface-Access Area C		\$ 17.92	See NRC prices below
	2-Wire Digital 160 Kbps (ISDN-BRI) - Access Area A		\$ 2.71	See NRC prices below
	2-Wire Digital 160 Kbps (ISDN-BRI) - Access Area B		\$ 8.88	See NRC prices below
	2-Wire Digital 160 Kbps (ISDN-BRI) - Access Area C		\$ 13.68	See NRC prices below
	4-Wire Digital 1.544 Mbps - Access Area A		\$ 73.46	See NRC prices below
	4-Wire Digital 1.544 Mbps - Access Area B		\$ 61.45	See NRC prices below
	4-Wire Digital 1.544 Mbps - Access Area C		\$ 61.56	See NRC prices below
	DS3 Loop - Access Area A		\$ 539.75	See NRC prices below
	DS3 Loop - Access Area B		\$ 886.89	See NRC prices below
	DS3 Loop - Access Area C		\$ 893.25	See NRC prices below
<b>DSL Capable Loops</b>				
	2-Wire Digital Loop ISDN/IDSL			
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A		\$ 2.71	See NRC prices below
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B		\$ 8.88	See NRC prices below
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C		\$ 13.68	See NRC prices below
	2-Wire xDSL Loop (ADSL/HDSL Compatible Interface)			
	PSD #1 - 2-Wire xDSL Loop Access Area A		\$ 2.59	See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Access Area B		\$ 7.07	See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Access Area C		\$ 11.40	See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Access Area A		\$ 2.59	See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Access Area B		\$ 7.07	See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Access Area C		\$ 11.40	See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Access Area A		\$ 2.59	See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Access Area B		\$ 7.07	See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Access Area C		\$ 11.40	See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Access Area A		\$ 2.59	See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Access Area B		\$ 7.07	See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Access Area C		\$ 11.40	See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Access Area A		\$ 2.59	See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Access Area B		\$ 7.07	See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Access Area C		\$ 11.40	See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Access Area A		\$ 2.59	See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Access Area B		\$ 7.07	See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Access Area C		\$ 11.40	See NRC prices below
	4-Wire xDSL Loop (HDSL Compatible Interface)			
	PSD #3 - 4-Wire xDSL Loop Access Area A		\$ 4.08	See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Access Area B		\$ 16.82	See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Access Area C		\$ 26.63	See NRC prices below
<b>HFPL Loop</b>				
	HFPL Loop - Access Area A		\$ -	See NRC prices below
	HFPL Loop - Access Area B		\$ -	See NRC prices below
	HFPL Loop - Access Area C		\$ -	See NRC prices below

TBD - To be determined

BFR - Bona Fide Request

ICB - Individual Case Base

NA - Not Applicable

(-) - Not Available as of Effective Date

INTERCONNECTION AGREEMENT

11/13/03

Page 1 of 12



**SBC / Cbeyond Communications, LLC  
ILLINOIS  
ICA PRICING SCHEDULE**

Pricing Schedule

		SBC	
ILLINOIS		RECURRING	SBC
		Monthly	Nonrecurring
	Loop Qualification Process		
	Loop Qualification Process - Mechanized		\$ -
	Loop Qualification Process - Manual		\$ -
	HFPL Cross Connect Configuration Charge		
	SBC Owned Splitter - Installation		\$ 78.40
	Carrier Owned Splitter - Installation (Integrated / Non-Integrated)		\$ 64.37
	xDSL Loop & HFPL Conditioning Charges - For Loop Facilities		
	Removal of Repeater (s)		\$ 21.49
	Removal Bridged Tap (s)		\$ 14.00
	Removal of Load Coil (s)		\$ 14.08
<b>Analog, 2-Wire Digital, xDSL Capable &amp; HFPL Loop Non-Recurring Charges</b>			
	Service Order - Initial, per occasion		\$ 2.58
	Service Order - Subsequent, per occasion		\$ 1.71
	Service Order - Record Work Only		\$ 1.02
	Loop Connection Charge, Analog Loop, per termination		\$ 20.21
	HFPL - OSS Modification Charge	\$ -	
	HFPL - Cross Connect Configuration Charge SBC Owned (Non-Integrated)	\$ 0.56	
	HFPL - Cross Connect Configuration Charge CLEC Owned (Integrated/Non-Int.)	\$ 0.56	
	HFPL - Line-at-a-time SBC Owned Splitter	\$ 1.32	
<b>Digital Loop Non-Recurring Charges</b>			
	DS0 Administrative Charge		\$ 91.88
	DS0 Design & Central Office Connection Charge		\$ 127.86
	DS0 Carrier Connection Charge		\$ 121.94
	DS1 Administrative Charge		\$ 142.93
	DS1 Design & Central Office Connection Charge		\$ 332.61
	DS1 Carrier Connection Charge		\$ 185.48
	DS3 Administrative Charge		\$ 207.41
	DS3 Design & Central Office Connection Charge		\$ 659.30
	DS3 Carrier Connection Charge		\$ 228.36
	<b>Service Coordination Fee, per carrier bill, per central office</b>	\$ 1.15	
<b>SUB-LOOPS</b>			
Pursuant to the Order in Docket 01-0662, the rates are interim and subject to true-up from February 6, 2003, to when permanent rates are established.			
	MDF or CO to RT Sub-Loop		
	DS3 Sub-Loop - area A	\$ 537.15	See NRC prices below
	DS3 Sub-Loop - area B	\$ 865.98	See NRC prices below
	DS3 Sub-Loop - area C	\$ 871.00	See NRC prices below
	MDF or CO to SAI/FDI Sub-Loop		
	2 Wire Analog - area A	\$ 1.13	See NRC prices below
	2 Wire Analog - area B	\$ 3.08	See NRC prices below
	2 Wire Analog - area C	\$ 4.97	See NRC prices below
	4 Wire Analog - area A	\$ 2.24	See NRC prices below
	4 Wire Analog - area B	\$ 9.24	See NRC prices below
	4 Wire Analog - area C	\$ 14.64	See NRC prices below
	2 Wire xDSL - area A	\$ 1.23	See NRC prices below
	2 Wire xDSL - area B	\$ 3.35	See NRC prices below
	2 Wire xDSL - area C	\$ 5.40	See NRC prices below
	4 Wire xDSL - area A	\$ 1.38	See NRC prices below
	4 Wire xDSL - area B	\$ 5.71	See NRC prices below
	4 Wire xDSL - area C	\$ 9.04	See NRC prices below
	2 Wire 160 Kbps (ISDN-BRI) - area A	\$ 4.52	See NRC prices below
	2 Wire 160 Kbps (ISDN-BRI) - area B	\$ 11.36	See NRC prices below
	2 Wire 160 Kbps (ISDN-BRI) - area C	\$ 13.82	See NRC prices below
	4 Wire DS1 (1.544 Mbps) - area A	\$ 27.60	See NRC prices below
	4 Wire DS1 (1.544 Mbps) - area B	\$ 57.76	See NRC prices below
	4 Wire DS1 (1.544 Mbps) - area C	\$ 62.26	See NRC prices below
	MDF or CO to Terminal Sub-Loop		
	2 Wire Analog - area A	\$ 2.56	See NRC prices below
	2 Wire Analog - area B	\$ 6.98	See NRC prices below
	2 Wire Analog - area C	\$ 11.25	See NRC prices below
	4 Wire Analog - area A	\$ 3.52	See NRC prices below

TBD - To be determined

BFR - Bona Fide Request

ICB - Individual Case Base

NA - Not Applicable

(-) - Not Available as of Effective Date

**SBC / Cbeyond Communications, LLC  
ILLINOIS  
ICA PRICING SCHEDULE**

Pricing Schedule

ILLINOIS		SBC	
		RECURRING	SBC
		Monthly	Nonrecurring
	4 Wire Analog - area B	\$ 14.51	See NRC prices below
	4 Wire Analog - area C	\$ 22.97	See NRC prices below
	2 Wire xDSL - area A	\$ 1.61	See NRC prices below
	2 Wire xDSL - area B	\$ 4.39	See NRC prices below
	2 Wire xDSL - area C	\$ 7.08	See NRC prices below
	4 Wire xDSL - area A	\$ 2.13	See NRC prices below
	4 Wire xDSL - area B	\$ 8.77	See NRC prices below
	4 Wire xDSL - area C	\$ 13.88	See NRC prices below
	2 Wire 160 Kbps (ISDN-BRI) - area A	\$ 4.51	See NRC prices below
	2 Wire 160 Kbps (ISDN-BRI) - area B	\$ 15.65	See NRC prices below
	2 Wire 160 Kbps (ISDN-BRI) - area C	\$ 22.50	See NRC prices below
	4 Wire DS1 (1.544 Mbps) - area A	\$ 28.44	See NRC prices below
	4 Wire DS1 (1.544 Mbps) - area B	\$ 73.52	See NRC prices below
	4 Wire DS1 (1.544 Mbps) - area C	\$ 86.50	See NRC prices below
	SAI/FDI to Terminal Sub-Loop		
	2 Wire Analog - area A	\$ 1.28	See NRC prices below
	2 Wire Analog - area B	\$ 3.50	See NRC prices below
	2 Wire Analog - area C	\$ 5.65	See NRC prices below
	4 Wire Analog - area A	\$ 1.43	See NRC prices below
	4 Wire Analog - area B	\$ 5.90	See NRC prices below
	4 Wire Analog - area C	\$ 9.34	See NRC prices below
	2 Wire xDSL - area A	\$ 1.14	See NRC prices below
	2 Wire xDSL - area B	\$ 3.12	See NRC prices below
	2 Wire xDSL - area C	\$ 5.65	See NRC prices below
	4 Wire xDSL - area A	\$ 1.43	See NRC prices below
	4 Wire xDSL - area B	\$ 5.90	See NRC prices below
	4 Wire xDSL - area C	\$ 9.34	See NRC prices below
	SAI/FDI to Demarcation Point		
	2 Wire Analog - area A	\$ 1.67	See NRC prices below
	2 Wire Analog - area B	\$ 4.67	See NRC prices below
	2 Wire Analog - area C	\$ 7.66	See NRC prices below
	4 Wire Analog - area A	\$ 2.14	See NRC prices below
	4 Wire Analog - area B	\$ 8.81	See NRC prices below
	4 Wire Analog - area C	\$ 13.94	See NRC prices below
	2 Wire xDSL - area A	\$ 1.38	See NRC prices below
	2 Wire xDSL - area B	\$ 3.61	See NRC prices below
	2 Wire xDSL - area C	\$ 7.66	See NRC prices below
	4 Wire xDSL - area A	\$ 2.14	See NRC prices below
	4 Wire xDSL - area B	\$ 8.63	See NRC prices below
	4 Wire xDSL - area C	\$ 13.94	See NRC prices below
	Terminal to Demarcation Point		
	2 Wire Analog - area A	\$ 0.42	See NRC prices below
	2 Wire Analog - area B	\$ 1.01	See NRC prices below
	2 Wire Analog - area C	\$ 1.10	See NRC prices below
	4 Wire Analog - area A	\$ 0.62	See NRC prices below
	4 Wire Analog - area B	\$ 2.21	See NRC prices below
	4 Wire Analog - area C	\$ 2.42	See NRC prices below
	2 Wire xDSL - area A	\$ 0.35	See NRC prices below
	2 Wire xDSL - area B	\$ 0.78	See NRC prices below
	2 Wire xDSL - area C	\$ 0.97	See NRC prices below
	4 Wire xDSL - area A	\$ 0.56	See NRC prices below
	4 Wire xDSL - area B	\$ 1.89	See NRC prices below
	4 Wire xDSL - area C	\$ 2.28	See NRC prices below
	<b>Sub-Loop Nonrecurring Line Connection Charge</b>		
	2-Wire Analog Sub-Loop		\$ 220.28
	4-Wire Analog Sub-Loop		\$ 239.27
	2-Wire xDSL Digital Sub-Loop		\$ 220.28
	4-Wire xDSL Digital Sub-Loop		\$ 279.25
	2-Wire ISDN Digital Sub-Loop		\$ 305.92
	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop		\$ 513.73
	DS3 Sub-Loop		\$ 677.02
	<b>Sub-Loop Service Order Charge</b>		
	Analog and 2-Wire Digital Sub-Loops - Initial, per occasion		\$ 2.58
	Analog and 2-Wire Digital Sub-Loops - Subsequent, per occasion		\$ 1.71
	Analog and 2-Wire Sub-Loop - Record Work Only		\$ 1.02
	DS-0 Administration Charge (offering not yet available)		\$ 91.88

TBD - To be determined

BFR - Bona Fide Request

ICB - Individual Case Base

NA - Not Applicable

(-) - Not Available as of Effective Date

**SBC / Cbeyond Communications, LLC  
ILLINOIS  
ICA PRICING SCHEDULE**

Pricing Schedule

		SBC	
ILLINOIS		RECURRING	SBC
		Monthly	Nonrecurring
	DS-0 Design and Central Office Connection Charge (offering not yet available)		\$ 127.86
	DS-0 Carrier Connection Charge (offering not yet available)		\$ 121.94
	DS-1 Administration Charge		\$ 142.93
	DS-1 Design and Central Office Connection Charge		\$ 332.61
	DS-1 Carrier Connection Charge		\$ 185.48
<b>Sub-Loop Conditioning Charge (xDSL Only)</b>			
Pursuant to the Order in Docket 01-0662, the rates are interim and subject to true-up from February 6, 2003, to when permanent rates are established.			
Sub-Loop Facilities			
	Removal of Bridged Tap (s)		\$ 14.00
	Removal of Repeater (s)		\$ 21.49
	Removal of Load Coil (s)		\$ 14.08
<b>Local Switching (ULS Usage)</b>			
	ULS Usage Per MOU (Originating or Terminating)	\$ -	
Customized Routing per New Line Class Code, per LCC, per switch			\$ 232.00
Customized Routing per New Routing, per route, per switch			TBD
Custom Routing of OS and/or DA via AIN (use with ULS-ST), per carrier, per switch, per route			\$ 108.46
<b>Port Charges</b>			
	Analog Line Port	\$ 2.18	
	Analog Line Port - Install		\$ 53.01
	Ground Start Port	\$ 2.18	
	Ground Start Port - Install		\$ 53.01
	Analog DID Trunk Port	\$ 20.65	
	Analog DID Trunk Port - Install		\$ 53.01
	Analog DID Trunk Port, per port, per telephone number	\$ 0.06	
	Analog DID Trunk Port, add/rearrange each termination - Install		\$ 29.17
	Basic COPTS Port, per port ***	\$ 2.18	
	Basic COPTS Port, per port - Install		\$ 53.01
	COPTS-Coin Line Port, per port ***	\$ 2.18	
	COPTS-Coin Line Port, per port - Install		\$ 53.01
	ISDN Direct BRI Port	\$ 6.11	
	ISDN Direct BRI Port - Install		\$ 53.01
	ISDN Direct BRI Port, per port, per telephone number	\$ 0.06	
	ISDN Prime PRI Port	\$ 158.57	
	ISDN Prime PRI Port, per port, per telephone number	\$ 0.06	
	ISDN Prime PRI Port - Install		\$ 778.06
	ISDN Prime PRI Port, add/rearrange channels - Install		\$ 29.17
	Digital Trunking Trunk Port	\$ 145.58	
	Digital Trunking Trunk Port - Install		\$ 778.06
	ULS Trunk Port, per port	\$ 145.56	
	ULS Trunk Port, per port - Install		\$ 778.06
	Centrex Basic Line Port, per port	\$ 2.18	
	Centrex Basic Line Port, per port - Install		\$ 53.01
	Centrex ISDN BRI Port, per port	\$ 6.11	
	Centrex ISDN BRI Port, per port - Install		\$ 53.01
	Centrex EKL Line Port, per port	\$ 4.92	
	Centrex EKL Line Port, per port - Install		\$ 53.01
	Centrex Attendant Console Line Port, per port	\$ 4.75	
	Centrex Attendant Console Line Port, per port - Install		\$ 106.01
	Centrex System Features, per common block	\$ 378.58	
	Common Block, establishment, each - Install		\$ 491.38
	System features change or rearrangement, per feature, per occasion		\$ 68.93
	System features activation, per feature, per occasion		\$ 288.22
	System features activation, per feature, per occasion - Install		\$ 218.52
*** Pursuant to the ICC Interim Order in Docket No. 01-0609 & Order in Docket No. 00-0700, an interim rate of \$2.18 is established for Basic COPTS & COPTS Coin Line Ports.			
<b>Port Nonrecurring Charges</b>			
	Initial - Service Order Charges		
	- Basic Port, per occasion		\$ 2.35
	- Complex Port, per occasion		\$ 27.60
	- ULS Trunk Port, per occasion		\$ 26.79

TBD - To be determined

BFR - Bona Fide Request

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**SBC / Cbeyond Communications, LLC  
ILLINOIS  
ICA PRICING SCHEDULE**

Pricing Schedule

		SBC	
ILLINOIS		RECURRING	SBC
		Monthly	Nonrecurring
Subsequent - Service Order Charges			
- Basic Port, per occasion			\$ 1.02
- Complex Port, per occasion			\$ 1.02
- ULS Trunk Port, per occasion			\$ 1.02
Record Order - Service Order Charges			
- Basic Port, per occasion			\$ 1.02
- Complex Port, per occasion			\$ 1.02
- ULS Trunk Port, per occasion			\$ 1.02
Conversion Charge, change from one type of line-port to another, per each changed			\$ 1.08
Subsequent Training, per SBC person, per hour			\$ 82.10
ULS Usage Billing and Trunk Order Development Charge			\$ 136.76
Unbundled Network Element Combinations			
Existing UNE-P Migration Charges			\$ 1.02
New UNE-P Combinations			
(Nonrecurring charges/rates for new UNE-P combinations are interim subjected to a proceeding to establish permanent rates)			
2-Wire Basic Analog Loop with Basic Line Port			
- UNE-P Record Work Only Charge, per order			\$ 1.02
- Line Connection Charge - Loop			\$ 20.21
- Basic Line Port Charge			\$ -
- ULS Billing Establishment Charge, if applicable, per carrier, per switch			\$ 136.76
- New LCC, per LCC, per switch			\$ 232.00
- New Network Routing, per route, per switch			TBD
- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route			\$ 108.46
2-Wire P.B.X. Ground Start Analog Loop with Ground Start Line Port			
- UNE-P Record Work Only Charge, per order			\$ 1.02
- Line Connection Charge - Loop			\$ 20.21
- Ground Start Line Port Connection Charge			\$ -
- ULS Billing Establishment Charge, if applicable, per carrier, per switch			\$ 136.76
- New LCC, per LCC, per switch			\$ 232.00
- New Network Routing, per route, per switch			TBD
- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route			\$ 108.46
2-Wire Basic Analog Loop with Basic COPTS Line Port			
- UNE-P Record Work Only Charge, per order			\$ 1.02
- Line Connection Charge - Loop			\$ 20.21
- Basic COPTS Line Port Connection Charge			\$ -
- ULS Billing Establishment Charge, if applicable, per carrier, per switch			\$ 136.76
- New LCC, per LCC, per switch			\$ 232.00
- New Network Routing, per route, per switch			TBD
- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route			\$ 108.46
2-Wire Analog COPTS Coin Loop with Basic COPTS Coin-Line Port			
- UNE-P Record Work Only Charge, per order			\$ 1.02
- Line Connection Charge - Loop			\$ 20.21
- Basic COPTS Coin-Line Port Connection Charge			\$ -
- ULS Billing Establishment Charge, if applicable, per carrier, per switch			\$ 136.76
- New LCC, per LCC, per switch			\$ 232.00
- New Network Routing, per route, per switch			TBD
- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route			\$ 108.46
2-Wire Basic Analog Loop with Analog DID Trunk Port			
- UNE-P Record Work Only Charge, per order			\$ 1.02
- Line Connection Charge - Loop			\$ 20.21
- DID Trunk Port Connection Charge			\$ -
- ULS Billing Establishment Charge, if applicable, per carrier, per switch			\$ 136.76
- New LCC, per LCC, per switch			\$ 232.00
- New Network Routing, per route, per switch			TBD
- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route			\$ 108.46
2-Wire Basic Analog Loop with Centrex Basic Line Port			
- UNE-P Record Work Only Charge, per order			\$ 1.02
- Line Connection Charge - Loop			\$ 20.21
- Centrex Basic Line Port Connection Charge			\$ -
- ULS Billing Establishment Charge, if applicable, per carrier, per switch			\$ 136.76
- Common Block Establishment, if required			\$ 491.38
- New LCC, per LCC, per switch			\$ 232.00
- New Network Routing, per route, per switch			TBD
- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route			\$ 108.46

TBD - To be determined

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**SBC / Cbeyond Communications, LLC  
ILLINOIS  
ICA PRICING SCHEDULE**

Pricing Schedule

		SBC	
ILLINOIS		RECURRING	SBC
		Monthly	Nonrecurring
<b>2-Wire Electronic Key Line with Centrex EKL Line Port</b>			
	- UNE-P Complex Port Charge, per order		\$ 27.60
	- Line Connection Charge - Loop		\$ 20.21
	- Centrex EKL Line Port Connection Charge		\$ -
	- ULS Billing Establishment Charge, if applicable, per carrier, per switch		\$ 136.76
	- Common Block Establishment, if required		\$ 491.38
	- New LCC, per LCC, per switch		\$ 232.00
	- New Network Routing, per route, per switch		TBD
	- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route		\$ 108.46
<b>2-Wire 160 Kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port</b>			
	- UNE-P Complex Port Charge, per order		\$ 27.60
	- Line Connection Charge - Loop		\$ 20.21
	- ISDN Direct Line Port Charge		\$ -
	- ULS Billing Establishment Charge, if applicable, per carrier, per switch		\$ 136.76
	- New LCC, per LCC, per switch		\$ 232.00
	- New Network Routing, per route, per switch		TBD
	- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route		\$ 108.46
<b>2-Wire 160 Kbps (ISDN-BRI) Digital Loop with Centrex ISDN Line Port</b>			
	- UNE-P Complex Port Charge, per order		\$ 27.60
	- Line Connection Charge - Loop		\$ 20.21
	- Centrex ISDN Direct Line Port Charge		\$ -
	- ULS Billing Establishment Charge, if applicable, per carrier, per switch		\$ 136.76
	- Common Block Establishment, if required		\$ 491.38
	- New LCC, per LCC, per switch		\$ 232.00
	- New Network Routing, per route, per switch		TBD
	- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route		\$ 108.46
<b>4-Wire Digital (DS1 Loop) with Digital Trunk Port</b>			
	- UNE-P Digital Trunking Trunk Port Charge, per order		\$ 26.79
	- Design & CO Connection Charge, per digital loop		\$ 332.61
	- Carrier Connection Charge		\$ 185.48
	- Digital Trunk Port Connection Charge		\$ -
	- ULS Billing Establishment Charge, if applicable, per carrier, per switch		\$ 136.76
	- New LCC, per LCC, per switch		\$ 232.00
	- New Network Routing, per route, per switch		TBD
	- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route		\$ 108.46
<b>4-Wire Digital (DS1 Loop) with ISDN Prime Trunk Port</b>			
	- UNE-P Digital Trunking Trunk Port Charge, per order		\$ 26.79
	- Design & CO Connection Charge, per digital loop		\$ 332.61
	- Carrier Connection Charge		\$ 185.48
	- ISDN Prime Trunk Port Connection Charge		\$ -
	- ULS Billing Establishment Charge, if applicable, per carrier, per switch		\$ 136.76
	- New LCC, per LCC, per switch		\$ 232.00
	- New Network Routing, per route, per switch		TBD
	- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route		\$ 108.46
<b>4-Wire Digital (DS1 Loop) with ULS Trunk Port</b>			
	- UNE-P Digital Trunking Trunk Port Charge, per order		\$ 26.79
	- Design & CO Connection Charge, per digital loop		\$ 332.61
	- Carrier Connection Charge		\$ 185.48
	- ULS Billing Establishment Charge, if applicable, per carrier, per switch		\$ 136.76
	- New LCC, per LCC, per switch		\$ 232.00
	- New Network Routing, per route, per switch		TBD
	- New Custom Routing OS or DA via AIN(use with ULS-ST), per carrier, per switch, per route		\$ 108.46
<b>Enhanced Extended Loop (EEL) Combinations</b>			
<b>(Rates are subject to true-up when the cost of SA to EEL conversions are determined by the ICC)</b>			
<b>EEL (2-Wire Analog Loop to DS1 or DS3, Dedicated Transport) Combination</b>			
	- Service Order Charge, per order		\$ 2.58
	- Line Connection Charge, per termination		\$ 20.21
<b>For DS1 Interoffice Transport or DS1 Entrance Facility</b>			
	- Administration Charge, per order		\$ 406.61
	- Design & CO Connection Charge, per circuit		\$ 632.71
	- Carrier Connection Charge, per termination		\$ 585.51
	- Clear Channel Capability, per 1.544 Mbps circuit arranged		\$ 443.18
<b>For DS3 Interoffice Transport or DS3 Entrance Facility</b>			
	- Administration Charge, per order		\$ 308.22
	- Design & CO Connection Charge, per circuit		\$ 671.16
	- Carrier Connection Charge, per termination		\$ 377.25

TBD - To be determined

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**SBC / Cbeyond Communications, LLC  
ILLINOIS  
ICA PRICING SCHEDULE**

Pricing Schedule

		SBC	
ILLINOIS		RECURRING	SBC
		Monthly	Nonrecurring
<b>EEL (4-Wire Analog Loop to DS1 or DS3, Dedicated Transport) Combination</b>			
	- Service Order Charge, per order		\$ 2.58
	- Line Connection Charge, per termination		\$ 20.21
For DS1 Interoffice Transport or DS1 Entrance Facility			
	- Administration Charge, per order		\$ 406.61
	- Design & CO Connection Charge, per circuit		\$ 632.71
	- Carrier Connection Charge, per termination		\$ 585.51
	- Clear Channel Capability, per 1.544 Mbps circuit arranged		\$ 443.18
For DS3 Interoffice Transport or DS3 Entrance Facility			
	- Administration Charge, per order		\$ 308.22
	- Design & CO Connection Charge, per circuit		\$ 671.16
	- Carrier Connection Charge, per termination		\$ 377.25
<b>EEL (2-Wire Digital Loop to DS1 or DS3, Dedicated Transport) Combination</b>			
	- Service Order Charge, per order		\$ 2.58
	- Line Connection Charge, per termination		\$ 20.21
For DS1 Interoffice Transport or DS1 Entrance Facility			
	- Administration Charge, per order		\$ 406.61
	- Design & CO Connection Charge, per circuit		\$ 632.71
	- Carrier Connection Charge, per termination		\$ 585.51
	- Clear Channel Capability, per 1.544 Mbps circuit arranged		\$ 443.18
For DS3 Interoffice Transport or DS3 Entrance Facility			
	- Administration Charge, per order		\$ 308.22
	- Design & CO Connection Charge, per circuit		\$ 671.16
	- Carrier Connection Charge, per termination		\$ 377.25
<b>EEL (4-Wire Digital Loop to DS1 or DS3, Dedicated Transport) Combination</b>			
	- Administration Charge, per order		\$ 142.93
	- Design & CO Connection Charge, per circuit		\$ 332.61
	- Carrier Connection Charge, per termination		\$ 185.48
For DS1 Interoffice Transport or DS1 Entrance Facility			
	- Administration Charge, per order		\$ 406.61
	- Design & CO Connection Charge, per circuit		\$ 632.71
	- Carrier Connection Charge, per termination		\$ 585.51
	- Clear Channel Capability, per 1.544 Mbps circuit arranged		\$ 443.18
For DS3 Interoffice Transport or DS3 Entrance Facility			
	- Administration Charge, per order		\$ 308.22
	- Design & CO Connection Charge, per circuit		\$ 671.16
	- Carrier Connection Charge, per termination		\$ 377.25
<b>Speical Access to UNE (2 or 4 Wire Analog or 2 or 4 Wire Digital Loop to DS1 or DS3, Dedicated Transport) Combination Reconfigurations</b>			\$ 1.02
<b>(Rate subject to true-up when cost of SA to EEL conversion is determined by ICC)</b>			
<b>Daily Usage Feed, per message (DUF)</b>		\$ 0.000459	
<b>Cross Connects (Loops, Ports, Sub Loops, Dedicated Transport, Tandem Switching)</b>			
2-Wire		\$ 0.14	
4-Wire		\$ 0.31	
6-Wire		\$ 0.45	
8-Wire		\$ 0.62	
DS1/LT1		\$ 0.43	
DS3/LT3		\$ 0.76	
OC3		\$ 76.83	
OC12		\$ 405.01	
OC48		\$ 981.34	
<b>Unbundled Tandem Switching</b>			
	per minute of use (without Tandem Trunks)	\$ 0.000569	
	Unbundled Tandem Switch Port(DS1) with features (per port)	\$ 122.79	
	Unbundled Tandem Switch Port(DS1) with features (per port) - Installation		\$ 780.07
	Service Order Charge (per order) Installation		\$ 410.30
	Subsequent Changes (per trunk group) Installation		\$ 29.15

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ILLINOIS			RECURRING	SBC
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<b>Unbundled Switching with Shared Transport (ULS-ST)</b>				
	ULS Usage (for ULS-ST)		\$ -	per MOU
	ULS-ST Blended Transport Usage		\$ 0.000415	per MOU
	ULS-ST Common Transport Usage		\$ 0.000304	per MOU
	ULS-ST Tandem Switching Usage		\$ 0.000215	per MOU
	ULS-ST SS7 Signaling Transport		\$ 0.000176	per Message
	ULS-Intercarrier Compensation For Termination of Local Traffic			
	Set up charge, per call		\$0.00	
	Duration charge, per FCC 01-131, per MOU		\$0.0007	
<b>Unbundled Interoffice Transport</b>				
	Entrance Facility - per point of termination			
DS1	Zone 1		\$ 73.46	
	Zone 2		\$ 61.45	
	Zone 3		\$ 61.56	
DS3	Zone 1		\$ 686.47	
	Zone 2		\$ 768.77	
	Zone 3		\$ 752.87	
OC3	All Zones		\$ 311.34	
OC12	All Zones		\$ 547.79	
OC48	All Zones		\$ 2,418.86	
<b>Interoffice Transport:</b>				
DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones		\$ 17.35	
	Interoffice Mileage - Per Mile - All Zones		\$ 1.88	
DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones		\$ 146.93	
	Interoffice Mileage - Per Mile - All Zones		\$ 29.81	
OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones		\$ 342.69	
	Interoffice Mileage - Per Mile - All Zones		\$ 208.80	
OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones		\$ 571.38	
	Interoffice Mileage - Per Mile - All Zones		\$ 376.16	
OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones		\$ 1,269.31	
	Interoffice Mileage - Per Mile - All Zones		\$ 320.69	
<b>Multiplexing</b>				
	DS1 to Voice Grade		\$ 275.34	
	DS3 to DS1		\$ 404.30	
OC3	Add/Drop Multiplexing - Per Arrangement		\$ 542.03	
	Add/Drop Function			
	- Per DS3 Add or Drop		\$ 105.15	
	- Per DS1 Add or Drop		\$ 32.48	
OC12	Add/Drop Multiplexing - Per Arrangement		\$ 637.78	
	Add/Drop Function			
	- Per OC3 Add or Drop		\$ 146.47	
	- Per DS3 Add or Drop		\$ 31.77	
OC48	Add/Drop Multiplexing - Per Arrangement		\$ 724.77	
	Add/Drop Function			
	- Per OC12 Add or Drop		\$ 317.08	
	- Per OC3 Add or Drop		\$ 146.91	
	- Per DS3 Add or Drop		\$ 49.90	
<b>Unbundled Interoffice Transport Optional Features &amp; Functions</b>				
DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Installation			\$ 443.18
OC3	1+1 Protection - Per OC3 Entrance Facility		\$ 41.59	
	1+1 Protection with Cable Survivability - Per OC3 Entrance Facility		\$ 41.59	\$ 2,819.25
	1+1 Protection with Route Survivability (1 & 2 below apply)			
	- (1) Per OC3 Entrance Facility		\$ 41.59	
	- (2) Per Quarter Route Mile		\$ 62.34	
OC12	1+1 Protection - Per OC12 Entrance Facility		\$ 205.74	
	1+1 Protection with Cable Survivability - Per OC12 Entrance Facility		\$ 205.74	\$ 2,819.25
	1+1 Protection with Route Survivability (1 & 2 below apply)			
	- (1) Per OC12 Entrance Facility		\$ 205.74	
	- (2) Per Quarter Route Mile		\$ 54.20	
OC48	1+1 Protection - Per OC48 Entrance Facility		\$ 848.18	
	1+1 Protection with Cable Survivability - Per OC48 Entrance Facility		\$ 848.18	\$ 2,819.25
	1+1 Protection with Route Survivability (1 & 2 below apply)			
	- (1) Per OC48 Entrance Facility		\$ 848.18	

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		SBC	
ILLINOIS		RECURRING	SBC
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	- (2) Per Quarter Route Mile	\$ 96.65	
<b>Unbundled Interoffice Transport Installation &amp; Rearrangement Charges</b>			
DS1	Administration Charge - Per Order		\$ 406.61
	Design & Central Office Connection Charge - Per Circuit		\$ 632.71
	Carrier Connection Charge - Per Termination		\$ 585.51
DS3	Administration Charge - Per Order		\$ 308.22
	Design & Central Office Connection Charge - Per Circuit		\$ 671.16
	Carrier Connection Charge - Per Termination		\$ 377.25
OC3	Administration Charge - Per Order		\$ 123.65
	Design & Central Office Connection Charge - Per Circuit		\$ 564.71
	Carrier Connection Charge - Per Termination		\$ 875.11
OC12	Administration Charge - Per Order		\$ 123.65
	Design & Central Office Connection Charge - Per Circuit		\$ 564.71
	Carrier Connection Charge - Per Termination		\$ 875.11
OC48	Administration Charge - Per Order		\$ 123.65
	Design & Central Office Connection Charge - Per Circuit		\$ 564.71
	Carrier Connection Charge - Per Termination		\$ 875.11
<b>Unbundled Interoffice Transport Cross Connects</b>			
DS1		\$ 0.43	
DS3		\$ 0.76	
OC3		\$ 76.83	
OC12		\$ 405.01	
OC48		\$ 981.34	
<b>Digital Cross-Connect System</b>			
	DCS Port Charge	ICB	ICB
DS1		ICB	ICB
DS3		ICB	ICB
	DCS Establishment Charge	ICB	ICB
	Database Modification Charge	ICB	ICB
	Reconfiguration Charge	ICB	ICB
<b>Dark Fiber</b>			
	Interoffice Dark Fiber		
	Interoffice Inquiry Charge - per request		\$ 325.28
	Interoffice Administration Charge - per order Install		\$ 28.63
	Interoffice Connection Charge - per strand Install		\$ 612.88
	Interoffice Mileage Termination - per Fiber per termination	\$ 16.24	
	Interoffice Mileage - per fiber per foot	\$ 0.00179	
	Interoffice Cross Connect - per cross connect	\$ 3.43	
	Loop/Sub-Loop Dark Fiber		
	Loop/Sub-Loop Inquiry Charge - per request		\$ 78.29
	Loop/Sub-Loop Administration Charge - per order Install		\$ 28.63
	Loop Connection Charge - CO to RT/CEV/HUT; CO to Premise, per strand Install		\$ 510.47
	Sub-Loop Connection Charge - RT/CEV/HUT to Premises, per strand Install		\$ 531.56
	Loop/Sub-Loop Mileage Termination - per fiber per termination	\$ 13.02	
	Loop/Sub-Loop Mileage Termination - per fiber per foot	\$ 0.00208	
	Loop/Sub-Loop Cross Connect	\$ 2.71	
<b>Line Information Database - LIDB per query</b>			
	LIDB Validation Query -Regional and Local	\$ 0.016151	(per query)
	LIDB Validation Transport	\$ 0.000020	(per query)
	CNAM Database Query	\$ 0.0080000	(per query)
	LIDB Data Storage & Administration		
	Manual Update - per update		\$ 2.00
<b>800 Database - per query</b>			
	Unbundled Local Switching Interconnection		
	Call-Routing Query	\$ 0.002314	(per query)
	Routing Options Query	\$ 0.000615	(per query)
	Local STP Interconnection		
	Carrier ID Only Query	\$ 0.001237	(per query)
	Routing Options	\$ 0.000234	(per query)
	Regional STP Interconnection		
	Carrier ID Only Query	\$ 0.001129	(per query)

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		SBC	
ILLINOIS		RECURRING	SBC
		Monthly	Nonrecurring
	Routing Options Query	\$ 0.000125	(per query)
SS7			
	SS7 Links - Cross Connects		
	STP to Collocators Cage - DS0	See Dedicated Transport	
	STP to Collocators Cage - DS1	See Dedicated Transport	
	STP to SBC MDF - DS0	See Dedicated Transport	
	STP to SBC DSX Frame - DS1	See Dedicated Transport	
	SS7 Links		
	STP Access Connection - 1.544 Mbps	See Dedicated Transport	
	STP Access Line 56 Kbps	See Dedicated Transport	
	SS7 Signalling	Usage	
	Signal Switching/IAM msg (ISUP)	\$ 0.000133	
	Signal Transport/IAM msg (ISUP)	\$ 0.000084	
	Signal Formulation/IAM msg (ISUP)	\$ 0.000451	
	Signal Tandem Switching/IAM msg (ISUP)	\$ 0.000299	
	Signal Switching/TCAP msg	\$ 0.000108	
	Signal Transport/TCAP msg	\$ 0.000057	
	Signal Formulation/TCAP msg	\$ 0.000324	
	Originating Point Code, per service, add or change, per STP pair installation		\$ 24.75
	Global Title Translation Addition or Change, per STP pair installation		\$ 13.31
	Signal Transfer Point (STP)	\$ 263.19	
	Signal Transfer Point (STP) - installation		\$ 714.11
	Unbundled Access to AIN - AIN Database Query	BFR	
OTHER			
	Emergency Number Services Access**		
	**Emergency 9-1-1 pricing is interim until an Illinois specific approved cost study is completed. The new rates will become effective automatically on the effective date of the approved cost study		
	9-1-1 Selective Router Interconnection		
	Digital DS1 Interface	\$ 205.16	\$ 572.39
	Each DS0 Installed	NA	\$ 319.30
	Analog Channel Interface	\$ 19.81	\$ 496.18
	ANI/ALI/SR and Database Management		
	Per 100 Records	\$ 3.93	\$ -
	ANI Databases		
	AIN Database Query	BFR	
	9-1-1 Selective Router Switch Administration		
	Per Selective Router	\$ 5.06	\$ 233.32
	Universal Emergency Number 9-1-1/Telecommunications Service Tariff	Tariff 20R, Part 8, Section 3	
	Ameritech DS1 Service		
	Exchange Circuit	Unregulated Service	
	Access Service	Tariff FCC No. 2, Section 7	
	Analog Channel (3002 Channel)		
	Exchange Circuit	Unregulated Service	
	Access Circuit	Tariff FCC No. 2, Section 7	
	Directory Assistance		
	Directory Assistance - per call	\$ 0.258	
	Directory Assistance - 12 month term	\$ 0.255	
	Directory Assistance - 24 month term	\$ 0.250	
	Directory Assistance - 36 month term	\$ 0.245	
	Directory Assistance Call Completion (DACC) - per call	\$ 0.021	
	National Directory Assistance - per call UNE-P	\$ 0.65	
	Facility Based DA, NDA, Reverse DA - per call	\$ 0.35	

TBD - To be determined

BFR - Bona Fide Request

ICB - Individual Case Base

NA - Not Applicable

(-) - Not Available as of Effective Date

Page 11 of 12

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